The Solicitors Journal.

LONDON, AUGUST 14, 1886.

CURRENT TOPICS.

THERE ARE ALREADY over 20 cases in the list for Mr. Justice STIRLING'S first vacation sitting on Wednesday, the 18th inst.

IT IS AT PRESENT arranged that the Vacation Judge will sit in the Queen's Bench Chambers on Tuesdays and Thursdays, commencing Tuesday, August 17, and will take counsels' summonses at 10.30, and ordinary summonses at 11.30.

IF THE MEMBERS of the legal profession had good cause of complaint in the delay which occurred in the issuing of the long-promised new scale of solicitors' costs in bankruptcy, they at least will recognize in the scale which has now been approved by the proper authorities a fair and generous attempt to meet their just complaints about the meagreness of the scale heretofore in operation. We have much pleasure in paying our tribute to the care which has been bestowed upon the work, and we hope that the interpretation which will hereafter be put upon the scale by the different taxing masters will be such as, while protecting bankrupts' estates from being eaten up by unnecessary costs, will, at the same time, give proper remuneration to the legal profession for the work and attention required in the conduct of bankruptcy proceedings. There is no doubt that, under the Act of 1869, it was in the very small estates that the costs of proceedings —especially in the preliminary stages—pressed most heavily, and this was one of the most telling indictments against the working of that Act, which caused the Legislature and the authorities to apply themselves most rigorously to remedy the evil complained of, with the result, common in such cases, of running to the opposite extreme, and creating an undeserved hardship upon all members of the profession. It was little wonder, then, that, at the very outset, the present Act was received but coldly by the profession generally, though we are far from admitting that this, in any great degree, accounts for the falling off of the number of bankruptcy petitions which has taken place since the present Act came into operation, as compared with those (including liquidations and compositions) under the late Act. To admit such a thing would be to pay a poor compliment to the honour of the profession, though it might be considered a high one to its power. As the scale has not yet been published, we postpone detailed comment on its provisions.

IN THE CASE of *Huxley* v. *West London Railway Co.* (L. R. 17 Q. B. D. 373) the Lord Chief Justice protests against certain decisions of the Court of Appeal by which they held that the exercise of a judge's jurisdiction to deprive a successful litigant of costs where an action is tried by a jury is, to some extent, subject to appeal. We say to some extent because, as we understand the decision of the Court of Appeal in *Jones* v. *Curling* (L. R. 13 Q. B. D. 262), that court did not assert that they could overrule the judge's discretion whenever they disagreed with it, but merely that, as a condition precedent to his jurisdiction, there must be some facts which might conceivably, from a reasonable point of view, constitute "good cause." This distinction is, no doubt, apt to run fine in particular cases, just as does the distinction between "no evidence" and "against the weight of evidence," but it is, nevertheless, a valid distinction. It is obvious, for instance, on the one hand, that, if a judge alleged as a reason for depriving a successful plaintiff of costs the fact that he wore a beard, there would not be good cause shewn; on the other hand, matters might be suggested as to which it would be quite possible that of two reasonable persons one would think that such a matter was a sufficient cause for depriving of costs, the other that it was not. For instance, if a judge alleged as a reason for depriving of costs the fact that a plaintiff, having claimed £10,000 only, recovered a farthing, one would say that would be clearly good cause shewn; but at which particular figure the small amount of damages might cease to constitute "good cause" it would be often difficult exactly to say. There must be a dividing line. In a particular case one judge might not unreasonably put it at one amount, another might not unreasonably put it at another. Within certain limits it would not be unreasonable for an appeal court to say that good cause might be shewn, though they themselves would not have thought it good enough to act upon. We cannot help appreciating the practical difficulty and even absurdity that may sometimes arise, but that may result from the Rule of Court having attempted to do what is extremely difficult—viz., to give the judge at the trial a very wide and free discretion, and at the same time to impose some limitation upon it. It does not follow that the Court of Appeal's decision was wrong. A precisely similar difficulty and absurdity has occurred over and over again in negligence cases where it is argued that there is no evidence of negligence, but not that the finding of the jury on the evidence that there was negligence is against the evidence.

THE JUDGMENT of the Lord Chief Justice in the above-mentioned case is certainly a masterly performance as a piece of judicial polemics. We doubt whether the style and spirit of his attack on the judgment of a superior court is quite in accordance with ordinary traditions, but the combined subtlety and force of much that he says are very striking, and make the judgment extremely fine reading. We are not convinced, however, of the correctness of his conclusion. It seems to us that the tendency of his judgment is adroitly to run together two considerations which are really separate; one being the question What is the true construction of the rule? the other, What the proper rule on the subject would be? It is quite possible that the construction which gives the Court of Appeal a control over the question what constitutes "good cause" may lead to all sorts of difficulties, and even, in some cases, absurdities, and yet it may be, upon the language, the proper construction. It seems to us that the Lord Chief Justice almost entirely ignores this side of the question. No judge more constantly observes than he, with regard to the construction of statutes, that the duty of a judge is to take the language as he finds it, and not to make the law. But it seems to us that the weak point of his judgment is that his construction appears to give no practical or substantial effect to the words "for good cause." It is impossible, as it seems to us, to deny that, according to his view, they have no effect whatever. If the meaning was that the judge was to have an absolute discretion, why should not the rule have said so in terms, as is done just before, in the first part of the rule, with regard to non-jury cases? It is very material to observe that the words in question occur in the part of the rule which gives the costs, when the case is tried by a jury, as a general rule, to the successful litigant. It seems to us plain, almost to demonstration, that the framers of the rules must have meant something else than that the judge was, in such cases, to have an absolute discretion. If that is admitted, it seems to us that, even though the results should often involve absurdity, you are driven ultimately to the conclusion arrived at by the Court of Appeal. One of the arguments of the Lord Chief Justice is that, in every case of a judicial discretion, it is necessarily implied that there must be good cause, and yet that does not import that there shall be an appeal, and therefore there is no reason why the same thing when expressed should import an appeal. With the greatest respect this argument seems to us more ingenious than solid. It is quite

true that it can never be meant to be implied that a judicial discretion is to be exercised for bad cause, and in this sense it is true that it may be said to be implied that the judge is to exercise it for good cause, but it does not seem to us to follow that, when it is expressly stated that the judge is to act on good cause, the effect is practically the same. The very fact that it is so expressly stated seems to us, as a matter of probability, to shew that something more was, in fact, meant. It seems idle to say that the costs shall follow the verdict of the jury if it was meant to say that the judge should have an absolute and unfettered power to say how they shall go. That would be taking away with one hand everything that is given with the other. It seems to us, therefore, that, even if all that the Lord Chief Justice says as to the expediency of giving the judge who hears the case an unfettered discretion must be admitted, it does not follow, having regard to the very peculiar language of the rules, that his construction of them is tenable. But we are not so sure that considerations of expediency are all on one side. Our judges have a deservedly high reputation for judicial qualities, but the best of judges are not absolutely and entirely exempt on all occasions from the effects of idiosyncracies, prepossessions, and defects of temper, and it is, after all, a very strong proposition that there should be an absolute and unqualified discretion to deprive a successful litigant of the costs of the litigation without appeal.

When will the learned occupants of the bench achieve the feat of expressing their judgments in such a manner as not to raise graver doubts upon the construction of provisions in Acts of Parliament than the doubts they are, for the time being, called upon to decide? This problem has been suggested by the case of *Ex parte Hubbard, Re Hardwicke*, which came before the Court of Appeal on Saturday last, and which is reported in another column. In a previous case of *Ex parte Parsons, Re Townsend* (34 W. R. 329, L. R. 16 Q. B. D. 532), it was held that a document containing a licence to take immediate possession of goods, but without any actual deposit of the goods, as security for an advance of money, was a bill of sale within the Bills of Sale Acts, 1878 and 1882. Such a document, therefore, not being "in accordance with the form" prescribed by the Act of 1882, was held to be void under section 9 of that Act. The decision, as thus succinctly stated, seems clear enough, and hardly possible to be misunderstood. But that it has been very much misunderstood is evident from what has occurred in *Ex parte Hubbard*. In that case it was sought to set aside a security by way of actual pledge and deposit of goods at the time of the making of an advance, because such pledge was accompanied by a document setting out the terms upon which the advance was made and the goods were deposited, and the case of *Ex parte Parsons* was relied upon in support of that contention. The distinction between a mere licence or power to take possession and an actual deposit seems too clear and important to admit of any doubt upon the point, and it is satisfactory to find the Court of Appeal upholding the transaction, and laying down a clear rule that an actual pledge, although accompanied by a written document, does not come within the Bills of Sale Acts. Yet we find that both the county court judge and a divisional court considered themselves bound by the decision in *Ex parte Parsons* to decide that the fact of the terms of an advance and pledge being reduced to writing brought the case within those Acts, though it is but right to say that Pollock, B., expressed his own strong opinion to the contrary. And it is only when we come to examine the language used by the judges of the Court of Appeal when delivering judgment in *Ex parte Parsons*, that we cease to wonder how the misunderstanding has arisen. Lord Esher, M.R., begins his judgment in that case with these words, "Whatever the verbal agreement between Townsend and Parsons may have been, the terms of it were reduced into writing by the document of the 7th of August. That being so, we cannot look at anything but the writing." Further on he adds, "It seems to me that the words of section 9 strike at all documents which give a security upon goods for the payment of money, and I take it the Legislature intended to say, if you cannot make your agreement by a document in the form specified in the schedule, you shall not be able to make it by any document at all." And he concludes as follows:—"In my opinion this legislation is very harsh against lenders of money on the security of goods. But it was necessary to protect some borrowers from the devices of unscrupulous money-lenders, and the Act applies to all lenders. This document, therefore, cannot be relied upon for any purpose, and the taking possession of the goods by Parsons was not authorized by any document at which the court is entitled to look." Lindley, L.J., also concludes his judgment in these words, "Section 9 of the Act of 1882 avoids every document by which goods are made a security for a debt, unless it is made in accordance with the prescribed form, if it is not one of the excepted classes of documents; and I think the true construction of section 9 is that, if the transaction is not expressed in the statutory form and does not fall within the exceptions, it is void." And, finally, Lopes, L.J., remarks, "I say without any hesitation that, by the Act of 1882, the Legislature intended to enact, and did enact, that all documents giving security upon goods for the payment of money (other than those excepted) should loyally follow the form prescribed in the schedule; and that, if they did not in substance comply with that form, they should be void." Seeing the misunderstandings to which the use of language of so wide a character in the endeavour to lay down broad principles gives rise, it may be respectfully asked whether a little less disquisition and a little more careful interpretation of the law would not have been more serviceable?

The decision of the Court of Appeal in the great "rat case" (*Pandorf & Co.* v. *Hamilton, Fraser, & Co.*) has been awaited with a good deal of interest in the mercantile world. It seems not improbable that the question will be carried to the House of Lords, for there are important interests affected by it, the nature of which may be surmised from taking in the converse sense the remark in one of the judgments that "it may be at least considered probable (subject always to any question of usage or construction) that if a loss is not due to a peril of the sea within the meaning of a policy of insurance, neither will it be due to a peril of the sea within the meaning of the ordinary bill of lading." The action was brought by shippers of rice for damage done to it in the course of carriage in the defendants' ship. The rice was shipped under bills of lading which contained an exception of "dangers and accidents of the seas." During the voyage rats gnawed through a metal pipe connected with the bath-room, and the sea-water, escaping from the pipe, damaged the rice. The question was whether this damage was caused by a "danger and accident of the sea." Lord Justice Lopes, before whom the action was tried at Liverpool, held, on further consideration, that it was. He thought that "a loss arising from some inevitable accident at sea whereby sea water enters and damages goods is a 'danger or accident of the seas' within the exception. Where the effective cause is beyond human control, and, in consequence, salt water enters which damages goods, it is an 'accident of the sea' within the meaning of the contract of affreightment and the true intention of the parties. Here it is a sea damage occurring at sea, and nobody's fault." The Court of Appeal have unanimously reversed this decision, though on different grounds. Lord Esher holds that "perils of the sea" mean perils to which vessels are exposed by reason of their being on the sea. The damage done by the rats was not peculiar to the sea, or caused by the sea. True the rats let in the sea, but such letting in was not cause, but effect. Lords Justices Bowen and Fry proceeded on the ground that a loss could not be due to "perils of the seas" which a reasonable exercise of skill on the part of the shipowner could have averted. In the present case the shipowner had not shewn that the presence of rats was inevitable, and not due to any defect in the ship or his own carelessness. They did not consider it necessary to decide what would be the result "in the somewhat improbable case of a shipowner who succeeded in proving that the presence of rats that have caused mischief by leakage to the cargo was neither due to any defect in the reasonable condition of his ship, nor a matter which, by reasonable precautions, could have been prevented."

The *City Press* states that the Corporation of London, the Livery Companies, and the Inns of Court contributed £593,000 of the £695,000 forming the first year's produce of the new five per cent. duty on corporate bodies.

CONCERNING SEARCHES.

(I.) INTRODUCTORY OBSERVATIONS.

Danger to Purchasers.—No purchaser of land can safely pay his purchase-money. Some of our readers may be startled by this statement, but it is strictly true. Conveyancers have been under the impression that, in the absence of actual fraud—a danger that no law can guard against—a purchaser who had taken all the precautions adopted by prudent people would be safe. But this confidence has been rudely shaken by *Re Pope* (34 W. R. 645, on app., 34 W. R. 693). Fortunately, owing to the honesty and integrity of solicitors as a class, it is but rarely that a purchaser is defrauded. But it may easily happen that, without any negligence on the part of the purchaser or his solicitor, or any fraud on the part of the vendor, the purchaser may lose the whole or part of his purchase-money.

This may occur in three ways—

(1) The land may have been taken in execution immediately before completion, a fact of which the vendor may not be aware, and which it is barely possible for the purchaser to ascertain, in which case the purchaser may lose the whole of his purchase-money.

(2) The land may be subject to some statutory charge which does not require registration, such as a charge in favour of a landlord under the Agricultural Holdings (England) Act, 1883, of which the vendor is, as he well may be, ignorant.

(3) The land may be subject to a registered charge which has not been searched for owing to the expense of making every possible search, which in small transactions is prohibitory.

Responsibility of Solicitors.—The responsibility of the solicitor has been very much increased of late years owing to the number of statutes that have been passed creating charges which acquire validity by registration, as it is his strict duty to search for all these charges. Many of our readers will be surprised to hear that there are at least ten different registries that ought to be searched for sewage, drainage, or improvement rent-charges or other charges of a similar nature. A solicitor who omits to make any of the proper searches may render himself liable for negligence (*Cooper* v. *Stephenson*, 21 L. J. N. S. Q. B. 292), where by "proper searches" are meant those which ought to be made according to the usual practice of the profession. As we shall point out, the question how far searches ought to be carried back is sometimes a question of some doubt, and it appears to be highly desirable that some authoritative decision on the point should be obtained, or, perhaps, that a statute should be passed protecting solicitors who carry back their searches for the time thereby prescribed, notwithstanding that a search carried back further might have discovered some dealings with the property. It is further desirable to cause all charges of the nature above mentioned to be registered in one office, with provision for official searches.

Remuneration of Solicitors.—In connection with this subject we may point out that, partly, at least, owing to the number of offices that have to be searched, the expense of making all the searches that can possibly be required is very great—we heard lately of a case where the expense of searching in Middlesex alone amounted to £30—and the result is that the purchaser's solicitor, whose remuneration now often depends on the amount of the purchase-money, is in this dilemma: if he makes complete searches he may, when the purchase-money, and therefore his remuneration, is small, spend so much in the costs of searching as to leave little or nothing for himself, or, on the other hand, if he neglects to make sufficient searches, and consequently his client incurs a loss, he may find himself a defendant in an action for negligence. "*Incidit in Scyllam qui vult vitare Charybdin.*"

Non-registered Execution.—The practical risk of a purchaser being defeated by the land being delivered in execution immediately before completion must be but small, as *Re Pope* is the only reported case in which it has happened. In *Re Pope* the "delivery in execution" was the appointment of a receiver; but the same result might happen by "delivery in execution" under an *elegit*, a matter which is absolutely devoid of publicity, and possibly by other proceedings. It will be observed that, as land can be delivered in execution without the writ or order being registered, there is no certain means of discovering what has happened. Inquiry can be made of the under-sheriff whether he has executed any writ of *elegit*, an inquiry that he appears not to be bound to answer, but which he will probably answer as a matter of courtesy; but there appears to be no means of ascertaining whether a receiver has been appointed.

Nature of Searches.—Searches may be required for different purposes—(1) to obtain proof of a fact which may be proved *aliunde*, such as a birth or marriage; (2) for the purpose of ascertaining whether an assurance has been registered or inrolled where it acquires validity or priority by registration or inrolment, such as searches for a disentailing assurance; and (3) for ascertaining the existence of some statutory charge which acquires validity by registration, such as a drainage or improvement rent-charge.

Frame of Articles.—We are not aware of the existence of any complete treatise on searches; we therefore intend to publish a series of articles in which we shall discuss the subject with much detail. We shall not, however, discuss searches of the first class above mentioned; we shall only discuss some of those of the second class, and we shall discuss all of those of the third class which we have been able to discover. We have made inquiries from public officials and from members of both branches of the profession, to whom we beg to tender our thanks for the readiness with which they have answered our inquiries. But still it is possible that there may be some searches not commonly required which have escaped us. Should this be the case we shall be grateful to any correspondent who will supply our deficiency. In discussing searches we find it necessary to discuss executions and the nature of some charges which do not require registration, and which, for that reason, are very dangerous to purchasers. We shall commence our series of articles by discussing some of the less known searches. We shall then discuss the effect of non-registered executions, and afterwards we shall treat of the better known searches.

General Remarks on Searches.—The principal searches are those for judgments, executions, *lis pendens*, Crown debts, and account-ships, annuities, sewage, drainage, and improvement rent-charges, the county register if the property is situated in a register county, the court rolls if the property is copyhold. It is impossible to know what searches should be made, against whom they should be made, and how far back they should be carried in any particular case without a somewhat minute knowledge of the law applicable to them—knowledge that is, in our experience, very rare.

Inquiry from Vendor's Solicitor.—It was at one time the very convenient practice to inquire whether the vendor or his solicitor was aware of any matter not appearing on the abstract, which if not disclosed to the purchaser would prevent him from having a good title according to the contract, free from incumbrances (Dart V. & P. 450); *Solomon* v *Davey* (19 SOLICITORS' JOURNAL, 715); but it has been decided that he is not bound to answer such a requisition: *Re Ford and Hill* (L. R. 10 Ch. D. 365). It is, however, still the practice to inquire from the vendor's solicitor as to the existence of certain statutory charges, even though they might be found by searches—such, for example, as drainage rent-charges; and it is the practice for him to answer to the best of his knowledge. It must, however, be remembered that the business connected with the creation of a charge of this nature does not necessarily pass through the hands of a solicitor. The landowner may himself, or through his steward, apply to some company whose business it is to improve land, so that the answer from a vendor's solicitor as to his knowledge is not necessarily conclusive. Again, it must be remembered that, if the landowner employed a solicitor on the occasion of the creation of the charge, he may have subsequently changed his solicitor, in which case the new solicitor may be unacquainted with the existence of the charge.

Conclusion.—We are of opinion—our readers will judge for themselves whether we are right or not—that the state of things which we have described is dangerous to the public, and puts solicitors into an awkward position, and that the law urgently requires amendment. There is a great opportunity for the Lord Chancellor to distinguish himself as a law reformer. By making the reforms that we have suggested he will get no thanks from party politicians, who will probably think that he is dealing with a mere conveyancer's crotchet; he will get no thanks from the public, who are quite incompetent to understand the danger that they are in; but he will gain the warm approval of all those who, from being conversant with the sale and purchase of land, are able to form an opinion.

DEATH WITHOUT LEAVING ISSUE.

All cases of construction are difficult. None is more difficult than to construe a gift over on death "without leaving issue," which must not be confounded with death "without issue."

Suppose that there is a trust for A., with remainder for his children, either generally or at twenty-one, &c., with a gift over if A. dies "without leaving issue," there is an inconsistency between the gift to the children and the gift over. A child may attain a vested interest during A.'s lifetime; but all A.'s children may die during his lifetime, so that the gift over, if construed according to the ordinary meaning of the words, takes away the interests already given to the children in the earlier part of the deed. We must now resort to the general rule of construction which provides that, where the ordinary meaning of the words is excluded by the context, we must affix to them some secondary meaning which will enable us to extract a consistent meaning from the whole instrument. It will be observed that A. cannot "leave" issue except he has had a child, so that "leaving issue" may bear the meaning of "having had a child who attained a vested interest," and if we affix this meaning to "leaving issue" the inconsistency vanishes; and, accordingly, this construction is always adopted, the effect being that children of A. who attain vested interests during his lifetime are not liable to have those interests divested by their deaths during his lifetime. The cases where this rule—which applies both to realty and personalty, to deeds and to wills, and which is sometimes called the rule in *Maitland* v. *Chalie*—has been employed will be found in 2 Jarm. 200, 823; Theobald, 492; E. N. & C. Interp. 403. The rule does not apply in cases where the primary gift is to children who survive the parent (Theobald, 493); though, even in this case, the language of the gift over may be such as to shew that children who die before the parent are to take (E. N. & C. Interp. 403).

We have now to consider the meaning of an absolute gift, followed by a gift over if the donee die "without leaving issue." In wills before 1838, "death without leaving issue" was construed, as to real estate, to mean an indefinite failure of issue, so as to vest an estate tail in the first taker, whether the gift was to him simply or to him and his heirs, and, as to personal estate, to mean failure of issue at his death, so that he took absolutely subject to a gift over on his leaving no issue at his death; but in either case the context might readily shew that the words "without leaving issue" were to bear some different meaning (see the cases collected 2 Jarm. 498; Theobald on Wills, 500; Fearne C. R. 474; and the notes to *Forth* v. *Chapman*, Tudor L. C. R. P.). It is not easy to see the reason for the construction adopted in the case of realty; possibly it may have arisen owing to the strong leaning of the judges of the olden time in favour of making land readily merchantable, as it will be observed that the owner of an estate tail could dispose of the fee, while the owner of a fee with an executory gift over could not have done so; or, possibly, it may be an example of the rule that no limitation shall be construed as an executory devise if it can be construed as a remainder: *Walter* v. *Drew* (Com. Rep. 372). On the other hand, in the case of personalty, as a gift over after an indefinite failure of issue would have been too remote, there was a strong reason for giving to the words their strict meaning.

The construction of "death without leaving issue," as applied to realty, is different in wills after 1837, as it is provided by the Wills Act (1 Vict. c. 26, s. 29) that words which may import an indefinite failure of issue of the propositus, or failure during his life or at his death, shall mean failure of issue at death, except when they introduce a remainder after a prior estate tail, or where they are construed by the rule first stated in this article. It appears to follow that—if, in a will since 1837, real estate be devised to A. and his heirs, or to A. indefinitely, with a limitation over to take effect on the death of A. without leaving issue—A. will not, as before, take an estate tail with remainder over, but an estate in fee with an executory devise over in the event of his death without issue living at his death; and that the contruction of a gift of personalty to A., with a gift over, on his death without leaving issue, to B., will remain the same as it was before the Act (see Hawkins on Wills, p. 215).

In *White* v. *Hight* (L. R. 12 Ch. D. 751) there was a devise, since the Wills Act, to A. for life with remainder to B. for life, with a gift over "if B. shall happen to die before A., or without leaving any issue." B. survived A. and had a child; it was held by Bacon, V.C., that B.'s interest had become absolute—in other words, that "death without leaving issue" must be construed as "death without having had issue." The decision proceeded on the grounds (1) that a vested interest is not to be divested by an ambiguous expression; (2) that death without leaving issue is an ambiguous expression. The second of these grounds appears to be erroneous. The learned judge seems to have confounded an ambiguous expression—*i.e.*, one which bears two equally probable meanings—with one which, in addition to its ordinary, may bear a secondary meaning. He forgot that it was his duty to have placed on the words their common ordinary meanings, unless such meanings were excluded by circumstances or the context. On examination it will be found that all the cases cited in *White* v. *Hight* as to the meaning of the phrase are cases falling under the rule first mentioned in this article—*i.e.*, cases in which a secondary meaning was affixed to the words because their primary meaning did not fit with the rest of the instrument. The case has been strongly disapproved of in 2 Jarman, 825, 826. It should be observed that the Wills Act was not referred to, and that, as, under the old law, "death of B. without leaving issue" could have been construed to mean the indefinite failure of B.'s issue, this Act appears to require "without leaving issue" to be construed as "without leaving issue living at the death of B." It cannot be denied that the decision in *White* v. *Hight* has thrown the whole matter into confusion, and it is much to be hoped that the question will be carried before the Court of Appeal on the next occasion that it arises.

It should, perhaps, be observed that *in a deed* a limitation in fee simple is not cut down to an estate tail by a gift over without leaving issue (E. N. & C. Interp., p. 250, citing *Olivant* v. *Wright*, L. R. 9 Ch. D. 646).

LEGISLATION OF THE SESSION.

REVISING BARRISTERS.

49 & 50 Vict. c. 42.—An Act for amending the Law as to the Appointment of Revising Barristers in England.

This Act repeats, with certain alterations, the temporary Act of last year, which was passed to clear up a doubt arising upon the 28th section of the Parliamentary Registration Act, 1843, on the question whether the Lord Chief Justice of England or whether any, and what other judges had the power of appointing revising barristers as being "the senior judge for the time being in the Commission of Assize," a question which could only be solved in our opinion in favour of the Lord Chief Justice. This not having been the intention of the Legislature, the present Act provides that "the senior judge named in the Commission of Assize for the counties within any circuit, who actually travels that circuit or any part thereof during the summer circuit in any year" (herein following the Act of 1885) "or such other judge, if any, as may be arranged by the judges going the summer circuit" (herein adding to the Act of 1885) shall be the judge to make the appointments on circuit. The Act also provides that the revisers appointed on circuit shall be appointed to act for all the counties and boroughs within the circuit, and that additional barristers may be appointed by a judge in chambers if, at any time after September 5, it should be made to appear to a *Secretary of State* that the number originally appointed on circuit was insufficient. These latter provisions are taken from the Redistribution of Seats Act, 1885, s. 29 sub-sections (1) and (4), with the variation that under that section the judge in chambers himself had to decide on the necessity of the appointment. Remuneration—oddly enough omitted in the legislation of 1885—is provided at the rate of five guineas a day and three guineas a day for travelling expenses "so however that he" (any additional barrister so appointed) "shall not receive more than two hundred guineas."

IDIOTS.

49 & 50 Vict. c. 25.—An Act for giving Facilities for the Care, Education, and Training of Idiots and Imbeciles.

Of the three Bills introduced by Lord Herschell last session, the Consolidating Lunacy Bill, the Lunacy Amendment Bill, and the Idiots Bill, the last is the only one which has passed, and now bears the title of the Idiots Act, 1886. Hitherto, with the exception of the statute *De Prærogativâ Regis*, the statute law has made but little distinction between idiots and lunatics, both these classes of insane per-

sons being dealt with almost indiscriminately by the voluminous Lunacy Acts which have been passed from time to time. The present Act draws a clear distinction, the 17th section providing that "idiots" or "imbeciles" do not include lunatics, and that "lunatic" does not mean or include idiot or imbecile. The Act provides for the separate registration of all "hospitals, institutions, and licensed houses" for the care of idiots, without which registration no idiot or imbecile may be admitted therein. Idiots under age may be admitted into such houses on the certificate of a medical practitioner and a statement by parents or guardians in forms scheduled to the Act, and when of full age may be retained "with the consent in writing of the Commissioners of Lunacy." Idiots after full age may also be admitted upon certificates and statements. It is also provided that, when any idiot or imbecile is first admitted, notice of his reception is to be sent to the Lunacy Commissioners by the superintendent of the admitting institution, such notice to specify his "name and age, and the names and addresses of the persons placing him in such institution, and that he is alleged to be capable of deriving benefit from the treatment to be received therein." By section 11 all provisions of any Lunacy Act relating to registration, to orders, certificates, or reports necessary for the reception, detention, or treatment of lunatics, and to the care and visitation of lunatics, are not to apply to institutions registered under the Act, the reason for this being that the Act itself contains and applies to idiots only such parts of the Lunacy Acts as are applicable to idiots, and have hitherto applied indiscriminately to idiots and lunatics.

DAMAGE BY RIOTS.

49 & 50 Vict. c. 38.—An Act to Provide Compensation for Losses by Riots.

Compensation having been specially provided by the Metropolitan Police Compensation Act, 1886 (49 Vict. c. 11) for the damage done "on the 8th of February last" to "certain houses and shops in the Metropolitan Police District and in the City of London by persons taking part in a riot," the passing of a general statute having the same object of providing more just compensation than that provided by the consolidating "Hundred Act" of 1827 (7 & 8 Geo. 4, c. 31), became only a matter of time. The present Riot Damages Act, 1886, which passed through Parliament with little or no amendment, and follows pretty closely, in its main provisions, the Metropolitan Police Compensation Act, effects most important changes in the law. Section 2, sub-section 1, enacts that—

> Where a house, shop, or building in any police district has been injured or destroyed, or the property therein has been injured, stolen, or destroyed, by any persons riotously and tumultuously assembled together, . . . compensation . . . shall be paid out of the police rate of such district to any person who has sustained loss by such injury, stealing, or destruction; but in fixing the amount of such compensation regard shall be had to the conduct of the said person, whether as respects the precautions taken by him, or as respects his being a party or accessory to such riotous or [*sic*] tumultuous assembly, or as regards any provocation offered to the persons assembled or *otherwise*.

Here are four great changes. The compensating area is changed from the hundred to the police district; compensation is newly given for theft; it is no longer necessary for any felonious act to be committed; and the conduct of the sufferer is to be taken into account in respect of (1) his precautions, (2) his guilt, and (3) his provocation. Of these three the second is reasonable enough; while the first and third are open to much criticism. Suppose, for instance, during the elections recently concluded, an enthusiastic supporter of one of the candidates had placarded his windows with solicitations to vote for him; would this be provocation within the Act or not? We rather think it would not; but, even if it would, a timely withdrawal of the placard might extinguish any provocation in law. On the other hand, the continued display of a caricature of any prominent personage would probably be provocation.

It is next provided that claims for compensation are to be made to the police authority in time and manner fixed by regulations to be made by a Secretary of State. The police authority thereupon "shall inquire into the truth thereof, and shall, if satisfied, fix such compensation as appears to them just." If the claimant is aggrieved by the refusal or failure of the police authority to fix compensation, or by the amount of compensation fixed, he may sue the police authority for compensation. No time is limited for bringing the action. Under the 3rd section of 7 & 8 Geo. 4, c. 31 (which, with the rest of the statute law of the subject, the present Act repeals), the time limited was three months. What is the limit under the present Act? We think this is to be found in 3 & 4 Will. 4, c. 42, s. 3, which limits two years as the time within which actions for damages given by any statute must be brought. The important provision follows that, if in the action the claimant "fails to recover any compensation, or an amount exceeding that fixed by the police authority, he shall pay the costs of the police authority as between solicitor and client"; and it is added that, where the claim does not exceed £100, the action is to be brought in the county court. Further sections of the Act provide for the payment of the compensation out of the police rates; for the application of the Act to the plundering of wreck and the destruction of machinery (re-enacting the old law—see section 477 of the Merchant Shipping Act, 1854; section 1 of the "Hundred Act"; and 2 & 3 Will. 4, c. 72), and for the making of claims by churchwardens in the case of churches damaged, and by "the persons having control" in the case of schools and public buildings. The Act is, of course, a great improvement upon the old law, shewn to be so defective by *Drake* v. *Footitt* (L. R. 7 Q. B. D. 201).

AGRICULTURAL LABOURERS' WAGES.

49 & 50 Vict. c. 28.—An Act to Amend the Law relating to Bankruptcy so far as relates to Agricultural Labourers Wages.

The 40th section (sub-section (*c.*)) of the Bankruptcy Act, 1883, provides that there shall be paid in priority to all other debts of a bankrupt, *inter alia*, "all wages of any labourer or workman, not exceeding £50, whether payable for time or piecework, in respect of services rendered to the bankrupt during four months before the date of the receiving order." It was stated in a memorandum prefixed to the Bill which has become the present Act that "it is a common case in many counties that some labourers are hired by the year, and a part of their wages becomes due only in a lump sum at the end of the year of service," so that "the result was that, in case of the bankruptcy of the employer during the year of service, the labourer got no part of the lump sum, or if it occurred after the completion of the year of service, and the sum was not paid, the labourer could only obtain priority in respect of one-third of it." The present Act remedies this unjust state of the law by adding to section 40, sub-section (*c.*), of the Act of 1883 the proviso that "where any labourer in husbandry has entered into a contract for the payment of a portion of his wages in a lump sum at the end of the, year of hiring he shall have priority in respect of the whole of such sum, or of a part thereof proportionate to the time of service, up to the date of the receiving order."

CONTAGIOUS DISEASES (ANIMALS).

49 & 50 Vict. c. 32.—An Act to Amend the Contagious Diseases (Animals) Act, 1878.

This Act contains 13 sections, mostly directed to extending the already great powers of the Privy Council to make orders in council under the principal Act. Thus orders may now be made extending or contracting the limits of areas declared to be infected by local authorities, or requiring local authorities to obtain the advice of veterinary inspectors before declaring an infected area to be free from disease, or prohibiting the delegation to a sub-committee of the power of a local authority to make regulations as to the movement of animals and the numerous other matters comprised within section 32 of the principal Act. Perhaps the most important alteration of the law is that (section 8) which gives the Privy Council power to make orders "for extending, for all or any of the purposes of the principal Act, or any Act amending the same, the definition of animals in that Act, so that the same shall, for those purposes, or any of them, *comprise any kind of four-footed beasts*, in addition to the animals mentioned in the said Act," which animals are (see section 5, par. ii., of the principal Act) "cattle, sheep, and goats, and all other ruminating animals, and swine," and if so ordered by the Privy Council (see section 32, par. xxxii., of the principal Act), "horses, asses, and mules." It was stated by Lord Spencer, in moving the second of the Bill in the House of Lords, that it was the object of the Government to extend the Act of 1878 to dogs, with the view of preventing hydrophobia, and section 8 of the present Act is no doubt an attempt to carry out that laudable intention. The Privy Council, therefore, now has power to make orders regulating the movement and prescribing the confinement of dogs. Hydrophobia is not as yet a disease within the principal Act, but section 32, par. xxxiv., expressly allows the Privy Council to make orders for extending the definition of disease in that Act. The only other section of the Act to which attention need be directed is the very lengthy one (section 9) whereby the powers of the Privy Council, under section 34 of the principal Act, to make orders for the regulation and inspection of dairies, cowsheds, and milkshops are transferred to the Local Government Board, and additional powers of enforcing "regulations" under such orders are given to local authorities.

On Friday, August 6, Messrs. Marsh, Milner, & Langton sold by auction, at the Mart, various lots of freehold ground-rents, some with early reversions, situate at Peckham, Peckham Rye, Nunhead, Camberwell, Canning Town, and Rotherhithe, when prices ranging from twenty-seven to 170 years' purchase were realized. A ground-rent of £14 14s. per annum, secured on houses at Peckham, with reversion in three years, realized the high price of £2,330. Another of £5 5s., secured on Rotherhithe property, realized £220, and a ground rent of £9 at Peckham Rye sold for £330. The remaining lots were all sold at unusually high prices.

RECENT DECISIONS.

CHARITABLE GIFTS AND THE CY-PRES DOCTRINE.

(*Pease* v. *Pattinson*, Bacon, V.C., L. R. 32 Ch. D. 154.)

THIS decision again brings up the question whether a friendly society is a charity. Hall, V.C., in *Re Clark's Trust* (L. R. 1 Ch. D. 497) decided that a friendly society is not a charitable institution, and that, therefore, a gift to a friendly society cannot, on such society ceasing to exist, be applied under the *cy-près* doctrine to general charitable purposes. Jessel, M.R., in *Spiller* v. *Maude* (decided on the 16th of July, 1881), having gone through the rules of a friendly society called the York Theatrical Fund Society said that "poverty was clearly an ingredient in the qualification of members who were to receive the benefits of the society," and for that reason held the society in question to be a charity. In that decision, therefore, it was clearly implied, that "poverty" was an essential condition to entitle a person to relief in the case of a charity. In *Pease* v. *Pattinson*, Bacon, V.C., has now decided that the Northumberland and Durham Miner's Permanent Relief Fund Friendly Society is a charity, at any rate in cases where it is applying funds in accordance with the rules of the society, for the relief of suffering occasioned by colliery accidents within the district to which the society relates: and this, if we may venture to say so, seems to be in accordance with common sense.

The result would seem to be that, while a mere insurance society can in no sense be said to be a "charitable" institution within even the wide technical meaning of that term, yet any society which has for its object the benefit, either spiritually, intellectually, physically, or morally, of the poor, or of any large class of them, may, in the technical sense, be considered charitable, and if, through lapse of time or change of circumstances, the original project cannot be any longer carried out, or if there is a surplus after carrying it out, then applying the *cy-près* doctrine an order will be made, and, if necessary, a new scheme will be formulated for the application of the fund or the surplus to some kindred project. There seems to be some inconsistency in the report of *Pease* v. *Pattinson* as given by the *Law Reports*, for, in the judgment (p. 161), Bacon, V.C., is made to say, first, that, in his opinion, it is not a case for the application of the *cy près* doctrine, and then, after some discussion, he proceeds to apply the doctrine, and the head-note also treats it as applied.

CASES OF THE WEEK.

COURT OF APPEAL.

THE FINE ART SOCIETY *v.* UNION BANK OF LONDON—C. A. No. 1, 9th June and 9th August.

POST-OFFICE ORDERS—NEGOTIABLE INSTRUMENTS—LIABILITY OF BANKER RECEIVING AND CASHING POST-OFFICE ORDERS.

This case raised a question of great importance—namely, whether post-office orders are negotiable instruments. The plaintiff society, which has large dealings with country customers by means of their advertisements, were in the habit of receiving large quantities of post-office orders in payment for goods supplied by them. These orders were handed by them to a clerk, whose duty it was to pay them in to the plaintiffs' account at their bankers. This clerk had—unknown to the plaintiffs—an account at the same bankers, and he paid the orders in to his own account, and not to that of the plaintiffs. It appeared that there is a practice (which does not, however, amount to a legal custom) at the post-office not to require the production of the letter of advice containing the post-office order when the order is presented by a banker on behalf of a person having an account at his bank, and that it is customary for bankers to receive post-office orders from their customers and to get them cashed without seeing the letters of advice. The defendants, therefore, on receiving the post-office orders from the clerk, got them cashed, and placed the money to his credit, and not to that of the plaintiffs. The plaintiffs, on finding out the fraud by the clerk, sued the bank for the amount, and Mr. Justice Day held that the post-office orders were not negotiable instruments, and decided that the defendants were liable. From his judgment the defendants appealed, but Court (Lord ESHER, M.R., BOWEN and FRY, L.JJ.), having taken time to consider, upheld his decision. They said that the orders were not negotiable, nor were they in the nature of negotiable instruments. They were issued by the post-office under regulations by which, ordinarily, the payee was to sign a receipt, though it was provided that, if the name of a banker were written or stamped on the face of the order, the name would be accepted as a sufficient receipt. But the operation of this was only to make the banker's name a substitute for the receipt of the original payee. The practice of bankers in receiving and cashing the orders for their customers was not a legal custom, and it did not appear that bankers would do so for persons who had not an account with them, nor even for all their customers. It was obvious that the clerk, in paying in these orders to his own account, had committed a fraud, and it was equally obvious that he did so without authority. The receipt, therefore, by the defendants of the orders was in itself wrongful, and was strong evidence of conversion, but when they took the orders to the post-office and got them cashed and placed the money to the account of the clerk, there was a clear conversion, although an innocent conversion, of the plaintiffs' property. There was nothing, therefore, to preclude the plaintiffs from recovering from the bankers since all that they had done was to give the orders to the clerk with instructions to take them to the bank and to pay them in to their account.—COUNSEL, *Finlay*, Q.C., and *R. V. Williams*; *Cohen*, Q.C., *Pollard*, and *Douglas Walker*. SOLICITORS, *Stibbard, Gibson, & Co.*; *Lyne & Holman*.

PANDORF & CO. *v.* HAMILTON, FRASER, & CO.—C. A. No. 1, 24th June and 9th August.

SHIP—BILL OF LADING—CHARTER-PARTY—EXCEPTED PERILS—DAMAGE BY RATS.

This was an action by the plaintiffs, as shippers of rice, for damage done to it during its carriage in the defendants' ship. The plaintiffs chartered the ship to proceed to Akyab, and there load a cargo of rice for Liverpool. The excepted perils in the charter-party were "the Act of God, and all and every other dangers and accidents of the seas, rivers, and steam navigation of whatsoever kind, and errors of navigation during the voyage." The rice was shipped under bills of lading which contained similar exceptions. During the voyage the rice was damaged by reason of sea-water passing from a metal pipe connected with the bath-room in the vessel. The pipe had been gnawed through by rats, and it was admitted that all reasonable precautions had been taken by the captain and crew to keep down rats on the voyage out. LOPES, J., held that the damage was caused by a "danger and accident of the sea" within the exception in the bill of lading, and gave judgment for the defendants. The case is reported in 34 W. R. 488. The Court of Appeal (Lord ESHER, M.R., BOWEN and FRY, L.JJ.), after taking time to consider, allowed the appeal. Lord ESHER, M.R., said that it was most important that the construction always hitherto placed upon bills of lading and mercantile instruments should be adhered to. The exceptions in the bill of lading described the cause of the damage, and the question was whether the damage was caused by a "danger or accident of the seas." Those words were the same as "perils of the sea." Perils of the sea were the dangers which those who carried on their business on the sea incurred by reason of carrying on their business. They did not include all accidents happening on the sea. They included danger by violence of the sea and the action of the elements. *A priori* damage by rats would not be a peril of the sea. In the old cases damage by worms and rats to the ship was held not to be a damage by perils of the sea. The same principles applied to damage to the cargo. The rat was the real effective cause of the loss, the sea-water coming in being only the effect or result of the cause. The loss, therefore, did not come within the exceptions, and the plaintiffs were entitled to judgment. BOWEN, L.J. (who read the judgment of himself and Fry, L.J.), in concurring, said that a loss could not be due to a peril of the sea which a reasonable exercise of skill on the part of the shipowner could have averted. It lay on the shipowner to shew that the presence of rats was inevitable, that it was not due to any defect in the ship or to his own carelessness, and this he had not shewn. The peril from rats seemed to be a peril of the ship and not a peril of the sea.—COUNSEL, *Sir C. Russell*, Q.C., *Cohen*, Q.C., and *Joseph Walton*; *Bigham*, Q.C., and *J. Gorell Barnes*. SOLICITORS, *Hollams, Son, & Coward*; *W. Crump & Sons*.

LEVI AND THE BROWSE ISLAND GUANO CO. *v.* BERK & CO.—C. A. No. 1, 9th August.

CONTRACT OF SALE—CARGO TO ARRIVE PER SAILING SHIP—REASONABLE TIME—"A CARGO, PER 'ALERT,' OF ABOUT 450 TONS"—ACTUAL CARGO 340 TONS—RIGHT TO REJECT.

By a charter-party, made on the 19th of June, 1883, between the master of the sailing-ship *Alert*, of 279 tons, and the Browse Island Guano Co., *The Alert*, which was then at Adelaide, was to proceed to Browse Island and load a cargo of guano. The charter-party was sent to the plaintiff, Levi, the general agent of the company in London, with instructions to sell the guano, and a broker named Penney, on the 10th of November, 1883, sold, on his behalf, the cargo to the defendants. The contract of sale was as follows:—"We have this day bought from you, as agent of the Browse Island Guano Co., Limited, of Adelaide, a cargo of Browse Island guano, expected to arrive, *per Alert*, at Hamburg, about 450 tons, at 1s. 9d. per unit of tribasic phosphate of lime per ton." *The Alert* did not arrive till July, 1884, when she was ordered to Hamburg; but the defendants refused to accept the cargo on the ground that it had not arrived within a reasonable time. There was no evidence where *The Alert* was when the contract was made, nor when she left Browse Island. The cargo on *The Alert* only consisted of 341 tons of guano, and the defendants also claimed the right to reject it on the ground that the quantity was considerably less than that named in the contract. The plaintiffs brought an action for damages for non-acceptance of the cargo; and Denman, J., before whom the case was tried, gave judgment for the defendants on both the above grounds. The Court of Appeal, after taking time to consider, reversed this judgment and entered it for the plaintiffs. Lord ESHER, M.R., said that there was no implied contract in the case of a sailing vessel that she would arrive within any particular time, or within a reasonable time, unless, perhaps, the venture was such that a great delay would alter its whole character. In the old times of sailing-ships the question of reasonable time, when raised, was always

overruled. As to the quantity of the cargo, no doubt the deficiency was very great, but it was not pretended that there was any wilful or fraudulent error in the plaintiffs. *The Alert* arrived with all the cargo she took on board. Following the law as laid down by Mellish, L.J., in *Borrowman v. Drayton* (25 W. R. 194, L. R. 2 Ex. D. 15), the true rule seemed to be that, where the cargo was named and the quantity of it, unless there was something to the contrary, the word "cargo" was the governing word, and the quantity was only an estimate. Having brought the cargo, the defendants were bound to accept it. BOWEN, L.J., agreed that the delay did not entitle the defendants to reject the cargo. On the second point he had some doubt, but, looking at the fact that at the time of making the contract neither party knew where the ship was, nor whether she had loaded any of her cargo, and upon the construction of that particular contract he came to the conclusion that the words "about 450 tons" were words of description and expectation only, and not an essential part of the contract. FRY, L.J., concurred, and said that what was sold was the cargo then on board, or about to be put on board, *The Alert*, and the statement of quantity was a representation of expectation only on the part of the vendors, and, unless that representation was fraudulent, the defendants would have no right to rescind the contract.—COUNSEL, *Finlay*, Q.C., and *Gore*; *Cohen*, Q.C., and *Pullarton*. SOLICITORS, *Harper & Batcock*; *Gresnop & Sons*.

Re DEWHIRST'S TRUSTS—C. A. No. 2, 10th August.

APPOINTMENT OF NEW TRUSTEES—VESTING ORDER—RE-APPOINTMENT OF TRUSTEE ALREADY APPOINTED—TRUSTEE ACT, 1850, ss. 32, 34.

This was an appeal from the decision of North, J., noted *ante*, p. 618. The petition was for the appointment of a new trustee of a will, and for a vesting order. There were three trustees, one of whom had become of unsound mind. In exercise of a power contained in the will the other two trustees had appointed a new trustee in his place. The petition asked that the trustee so appointed might be appointed by the court to be a trustee of the will, together with the two continuing sane trustees, and that an order might be made vesting the trust estate in the three. North, J., on the authority of the decision of the Court of Appeal in *Re Vicat* (*ante*, p. 536), declined to re-appoint the trustee who had been already validly appointed. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.JJ.) adhered to *Re Vicat*, and affirmed the decision of North, J.—COUNSEL, *Charles Church*. SOLICITORS, *Prior*, *Church*, & *Adams*.

CADMAN *v.* CADMAN—C. A. No. 2, 4th August.

INFANT—MAINTENANCE—POWER TO CHARGE REAL ESTATE.

The question in this case was as to the power of the court to charge real estate of an infant for her maintenance, past and future. The plaintiffs (aged respectively fifteen and thirteen) were, under a will, successively tenants in tail in remainder of real estate, worth £4,000 a year, subject to the life estate of their grandmother, and the court was asked to raise, by a mortgage of the infants' interest in the property, £1,000 for the past maintenance of themselves and some younger brothers and sisters, and £800 a year for their future maintenance. The infants had been maintained by their mother. North, J., in chambers, had refused the application. Since his refusal the grandmother had offered to give up one-twentieth part of her life interest (or £200 a year), so as to make the eldest of the plaintiffs to that extent tenant in tail in possession. *Re Howarth* (L. R. 8 Ch. 415) was relied upon as shewing the power of the court to charge sums expended for the past maintenance of an infant on his interest in fee in real estate, and it was urged that it was the practice of the court, in making an allowance for the maintenance of an infant, to make it of sufficient amount to provide for the maintenance also of his brothers and sisters who were not in any other way provided for. The Court (COTTON, LINDLEY, and LOPES, L.JJ.) refused the application. COTTON, L.J., said that the foundation of the decision in *Re Howarth* was that judgment could have been recovered at law for necessaries supplied to an infant. It was idle to suppose that a jury would be directed to find a verdict against an infant for necessaries supplied to his brothers and sisters. No doubt, where there was money of an infant in hand, a court of equity would not allow his near relations to starve, but here the question was for what judgment could be recovered. It was urged that a charge might, at any rate, be given for the past maintenance of the infant tenant in tail himself. But it would not be right to assume that, when a mother had paid for necessaries for her infant child, she had done so under such circumstances that a contract could be implied on the part of the child to repay what she had expended. His lordship must not be supposed to assent to the view of James and Mellish, L.JJ., in *Re Howarth*. He could not see what jurisdiction they had to make the order which they did. LINDLEY, L.J., said that *Re Howarth* went to the very verge of the law, perhaps beyond it. But in that case there was only one infant. In the present case the court was asked to go much further. LOPES, L.J., concurred.—COUNSEL, *Cozens-Hardy*, Q.C., and *F. B. Abraham*. SOLICITORS, *Ridsdale & Son*.

HIGH COURT OF JUSTICE.

Re SEBRIGHT'S SETTLED ESTATES—North, J., 4th August.

SETTLED LAND—SALE BY TENANT FOR LIFE—LIFE ESTATE MORTGAGED BEYOND VALUE—CONSENT OF MORTGAGEES—SANCTION OF COURT TO SALE OF MANSION-HOUSE—SETTLED LAND ACT, 1882, ss. 3, 15, 20, 21, 22, 34, 50, 53.

This was an application by the equitable tenant for life of settled land for the sanction of the court to the sale by him of the mansion-house, which he desired to sell as well as the rest of the settled estates. The trustees of the settlement had declined to consent. The tenant for life had mortgaged his life estate to such an extent that the annual interest on the mortgages, together with the premiums of policies of insurance on his life which he had assigned as collateral security, exceeded the net income of the estates. The mortgagees had been asked to consent to the proposed sale and had refused to do so. Section 20 of the Settled Land Act provides that, on a sale, the tenant for life may convey the land sold by deed for the estate or interest the subject of the settlement, or for any less estate or interest, to the uses and in the manner requisite for giving effect to the sale; and (2) that "such a deed, to the extent and in the manner to and in which it is expressed or intended to operate, and can operate, under this Act, is effectual to pass the land conveyed . . . discharged from all the limitations, powers, and provisions of the settlement, and from all estates, interests, and charges subsisting or to arise thereunder, but subject to and with the exception of (i.) all estates, interests, and charges having priority to the settlement; and (ii.) all such other (if any) estates, interests, and charges as have been conveyed or created for securing money actually raised at the date of the deed." Section 21 provides that capital-money arising under the Act shall, when received, be applied (*inter alia*) (ii.) "in discharge, purchase, or redemption of incumbrances affecting the inheritance of the settled land, or other the whole estate, the subject of the settlement." Section 22 provides that the income of capital arising under the Act, when invested, shall be paid or applied as the income of the land from which it arose, if not disposed of, would have been payable or applicable under the settlement. Section 34 provides that "where capital money arising under the Act is purchase-money paid in respect of a lease for years, or life, or years determinable on life, or in respect of any other estate or interest in land less than the fee simple, or in respect of a reversion dependent on any such lease, estate, or interest, the trustees of the settlement, or the court, as the case may be, and in the case of the court, on the application of any party interested in that money, may, notwithstanding anything in this Act, require and cause the same to be laid out, invested, and accumulated, and paid in such manner as, in the judgment of the trustees or of the court, as the case may be, will give to the parties interested in that money the like benefit therefrom as they might lawfully have had from the lease, estate, interest, or reversion in respect whereof the money was paid, or as near thereto as may be." Section 50 provides (1) that the powers under the Act of a tenant for life are not capable of assignment or release, "and remain exercisable by the tenant for life after and notwithstanding any assignment, by operation of law or otherwise, of his estate or interest under the settlement"; and (3) "but this section shall operate without prejudice to the rights of any person being an assignee for value of the estate or interest of the tenant for life; and, in that case, the assignee's rights shall not be affected without his consent"; and by (4) "in this section assignment includes assignment by way of mortgage, and any partial or qualified assignment, and any charge or incumbrance; and assignee has a meaning corresponding with that of assignment." Section 53 provides that "a tenant for life shall, in exercising any power under this Act, have regard to the interests of all parties entitled under the settlement, and shall, in relation to the exercise thereof by him, be deemed to be in the position and to have the duties and liabilities of a trustee for those parties." It was objected, on behalf of the first tenant in tail in remainder, that, by virtue of section 50, the tenant for life was not entitled to sell the estates without the consent of the mortgagee of his life estate. On the other side it was contended that section 50 only meant that, if the mortgagees did not consent to the sale, the sale would be subject to their mortgages. NORTH, J., said that it was admitted that the object of the sale was to increase the income of the tenant for life—a perfectly legitimate object if it could be effected without injuriously affecting the interests of the remaindermen. No doubt the Act enabled a tenant for life to sell the settled estate, and to exercise the discretion given to him, although he had entirely deprived himself of his life interest. But section 21, which provided for the application of capital-money, did not contemplate the application of such money in the discharge of incumbrances which affected less than the whole estate which was the subject of the settlement. Apparently, therefore, a tenant for life who had assigned for value his whole life estate might sell the whole of what was capable of sale, and the income of the purchase-money would be his. It would be rather startling if a tenant for life could sell his whole life interest, and afterwards sell the reversion and receive the whole income of the proceeds of sale. It was improbable that this should have been intended. Section 50, however, provided that a sale was not to prejudice the rights of an assignee, whether absolute or partial, of the life estate. And section 20 provided that a conveyance executed by the tenant for life to carry out a sale should be subject to all such estates and charges as had been conveyed or created for securing money actually raised at the date of the deed. It was argued that this provision pointed to estates or charges for raising portions under the settlement. No doubt it did, but his lordship thought it was not confined to that. He thought it included all estates created subsequent to the settlement, and that it included a mortgage made by the tenant for life of his life interest for the purpose of raising money. Therefore, a conveyance by the tenant for life would only pass the settled estate subject to the charges created by him on his life interest. When, therefore, his life estate was incumbered up to the hilt, he could only sell that which was practically the reversion subject to his life estate. Then, by virtue of section 53, the tenant for life was to exercise his power with regard to the interests of all parties entitled under the settlement, and not with a view to his own benefit only. This went far to shew that a tenant for life, acting honestly in the fair exercise of his power of sale, could not first sell his life interest and then sell the reversion, which did not belong

to him, and put the whole income of the proceeds of sale into his own pocket. With reference to this the important provisions of section 34 must not be overlooked. That section apparently contemplated that there might be a sale of the reversion by a tenant for life who had parted with his whole life interest. His lordship would not express an opinion whether this could be done or not, but, if it could, he was clear that it would be the duty of the trustees to take care that the whole income of the proceeds of sale should be accumulated, and not paid to the tenant for life. Under these circumstances his lordship thought that the tenant for life had not sufficiently considered his position. He could not sell in such a way as to increase his income, and he had not exercised any discretion as to whether the property should be sold independently of an increase of his income. The court was asked to make an order for the sale of the mansion-house, conditional on the consent of the mortgagees being obtained. They had at present declined to consent, and it was said that it was not unreasonable for them to decline until they knew what was intended to be sold, and under what conditions. His lordship thought it was reasonable that he should require to be placed in the same position as the mortgagees, and that he should not sanction the sale of the mansion-house until he knew what was to be sold. He could not, therefore, accede to the application at present. But he would not dismiss the summons now. The application might be renewed if the mortgagees should give their consent; but if it was not renewed by the 1st of December next it would be dismissed.—COUNSEL, *Cookson*, Q.C., and *Dauney*; *Cozens-Hardy*, Q.C., and *Morshead*; *E. Beaumont*. SOLICITORS, *Kaye & Gusdalla*; *Tyler, Wickham, & Co.*; *Fladgate & Fladgate*. [An appeal was presented from this decision. It was heard by the Court of Appeal (COTTON, LINDLEY, and LOPES, L.JJ.) on the 11th of August, and was dismissed.]

Re BOYSE, CROFTON *v.* CROFTON—North, J., 3rd August.

BILL OF EXCHANGE—STAMP—CANCELLATION—BILL DRAWN OUT OF ENGLAND—STAMP ACT, 1870, ss. 50, 51, 54.

In this case a question arose as to the validity of the stamping and the cancellation of the stamp on a bill of exchange, payable at sight, drawn abroad on a person in England. The bill was drawn in France on the Bank of England. It was not stamped by the drawer, but, immediately before it was presented to the bank for acceptance, the holder who presented it placed on it an adhesive stamp and cancelled it. Section 50 of the Stamp Act of 1870 provides that "the fixed duty of one penny on a bill of exchange for the payment of money on demand may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the bill is signed before he delivers it out of his hands, custody, or power"; and, by section 51, (1) "The *ad valorem* duties upon bills of exchange and promissory notes drawn or made out of the United Kingdom are to be denoted by adhesive stamps. (2) Every person into whose hands any such bill or note comes in the United Kingdom before it is stamped shall, before he presents for payment, or indorses, transfers, or in any manner negotiates, or pays such bill or note, affix thereto a proper adhesive stamp or proper adhesive stamps of sufficient amount, and cancel every stamp so affixed thereto. (3) Provided as follows (*inter alia*):—'(*b*) If, at the time when any such bill or note comes into the hands of any *bonâ fide* holder thereof, there is affixed thereto an adhesive stamp not duly cancelled, it shall be competent for such holder to cancel such stamp as if he were the person by whom it was affixed, and upon his so doing such bill or note shall be deemed duly stamped, and as valid and available as if the stamp had been duly cancelled by the person by whom it was affixed.'" By section 54: "(1) Every person who issues, indorses, transfers, negotiates, presents for payment, or pays any bill of exchange or promissory note liable to duty and not being duly stamped, shall forfeit the sum of ten pounds, and the person who takes or receives from any other person any such bill or note not being duly stamped either in payment or as a security, or by purchase or otherwise, shall not be entitled to recover thereon, or to make the same available for any purpose whatever. (2) Provided that, if any bill of exchange for the payment of money on demand, liable only to the duty of one penny, is presented for payment unstamped, the person to whom it is so presented may affix thereto a proper adhesive stamp, and cancel the same, as if he had been the drawer of the bill, and may, upon so doing, pay the sum in the said bill mentioned, and charge the duty in account against the person by whom the bill was drawn, or deduct such duty from the said sum, and such bill is, so far as respects the duty, to be deemed good and valid." The question was whether the words "such bill" in sub-section 2 of section 51 applied to all bills drawn abroad (including those payable on demand), or only to those on which *ad valorem* duties are payable. NORTH, J., held that the words applied to all bills drawn abroad, and that the bill in question was not invalidated by the Act.—COUNSEL, *Cookson*, Q.C., *Butcher*, and *F. M. Abrahams*; *Napier Higgins*, Q.C., and *Hadley*. SOLICITORS, *M. Abrahams, Son, & Co.*; *Gregory, Rowcliffes, & Co.*

Re THE TRADE-MARK "NORMAL"—Chitty, J., 4th and 5th August.

PATENTS, &c., ACT, 1883, ss. 62, 90—TRADE-MARK—REFUSAL OF COMPTROLLER TO REGISTER—JURISDICTION OF COURT.

In this case applicants moved that the Comptroller of Trade-marks be directed to proceed with the registration of the word "Normal" as a trade-mark for food substances. It appeared that the comptroller had refused to register on the ground that the term was not a fancy word within section 64 of the Patents, &c., Act, 1883. A preliminary objection to the applicants' motion was taken by the comptroller that the court had no jurisdiction to entertain the application, as, by section 62 (4), it was provided that the comptroller may, if he thinks fit, refuse to register a trade-mark, but any such refusal shall be subject to appeal to the Board of Trade, who shall, if required, hear the applicant and the comptroller, and may make an order determining whether, and subject to what conditions, if any, registration is to be permitted, and, by section 62 (5), the Board of Trade may, however, if it appears expedient, refer the appeal to the court, and, in that event, the court shall have jurisdiction to hear and determine the appeal, and may make such order as aforesaid; and the comptroller submitted that the question as to what was or was not to be registered as a trade-mark within the Act was to be submitted to the comptroller, subject to appeal to the Board of Trade, whose decision was final, unless the board, in its discretion, referred the matter to the court. The applicants, however, relied on section 90, which provides that the court may, on the application of any person aggrieved by the omission, without sufficient cause, of the name of any person from any register under the Act as by any entry made, without sufficient cause, in any such registers make such order for marking, expunging, or varying the register as the court thinks fit, or the court may refuse the application, and they submitted that section 90 was substantially a re-enactment of section 5 of the Trade-marks Act, 1875, although expressed in general terms so as to include patents and designs, instead of being confined to trade-marks, and they contended that applicants had an option of appeal from the comptroller, either to the Board of Trade under section 62, or to the court under section 90, that section being wide enough to authorize an application to the court, whilst section 62 did not in terms or by implication exclude such application. CHITTY, J., said that the right of an applicant to be put upon the register was only a statutory right, and there was no inherent jurisdiction in the court to interpose. Therefore, in considering the question before him, he must pay regard to what appeared on the face of the statute which controlled and regulated the whole procedure in reference to registration of trade-marks, &c. That was the Patents, &c., Act of 1883. It had been said that section 90 of the Act of 1883 was a general re-enactment of jurisdiction originally conferred upon the court by section 5 of the Act of 1875. That was not so, for not only was the Act of 1883 a consolidating statute, but also, as appeared from the title, an amending statute; and it was observable, moreover, that not only did section 62 of the Act of 1883 confer a jurisdiction upon the Board of Trade which did not appear in the Act of 1875, but also section 90 of the Act of 1883 was itself a modification of section 5 of the Act of 1875. Therefore the Act of 1883 had so substantially departed from and modified the previous enactments contained in the Act of 1875 that he ought to place no weight on the provisions of the Act of 1875, but only look at those contained in the Act of 1883. In determining the question on that Act what was to be looked at was not section 90 standing by itself, but section 90 as read with every other section in the Act which appeared material and the whole consolidated scheme of the Act with reference to the registration of patents, designs, and trade-marks. With regard to the registration of patents, all that was to be said was that no person could get upon the register unless he had obtained the necessary grant from the Crown through its officers. With reference to the registration of designs, although he was reluctant to give any decision except on the exact point raised before him, yet he must state it to be his view that section 47 of the Act exhibited a clear intention on the part of the Legislature that an applicant seeking to register a design should go to the comptroller, and from him by way of appeal to the Board of Trade, and should go no further. In section 47 (sub-section 5) the words in reference to the comptroller were actually that he might "decide" the question referred to therein. The duty thus cast upon the comptroller must, however, be read in connection with the general qualification contained in section 94, which provided that, where any discretionary power was given by the Act to the comptroller, he was not to exercise that power adversely to the applicant without giving him an opportunity of being heard. The comptroller's discretion was therefore of a judicial character. With regard to the registration of trade-marks, section 62 certainly did not expressly mention any power on the part of the comptroller to decide questions, but he was of opinion that such a power was impliedly conferred. Had section 90 stood alone it would apparently have justified the present application; to construe that section in the way contended for by the comptroller, as merely referring to the rectification of the names of proprietors appearing on the register, would be putting too narrow a construction upon its language. Such an observation, however, did not dispose of any question, for the words of section 90 were not strong enough to overrule the provisions of section 62; and, reading the two sections together and looking at the whole scheme of the Act, he was of opinion that there was a precise and particular mode of seeking registration for a trade-mark pointed out by the Act, and that was that the applicant should apply to the comptroller and from him appeal to the Board of Trade. Upon this point he had heard a forcible argument on the applicant's part. It was said that it was scarcely conceivable that Parliament should have intrusted questions like those mentioned in the 73rd section, which often were of moment or magnitude, to a tribunal such as the comptroller in the first instance, and the Board of Trade in the second instance, to be decided on statements made not on oath and upon a private hearing, lacking that safeguard of publicity which was one of the most important elements in the administration of justice. That was an argument of great weight. It was not, however, sufficient to counterbalance in favour of section 90 the controlling context of the Act such as was contained in sections 47 and 62. It was, moreover, worthy of notice that, with regard to registration, there might be many trivial and unimportant questions which might be well left to the decision of the comptroller, while on the other hand the powers intrusted by the Legislature had been intrusted to a great department of State like the Board of Trade, a body which, if apprised of any deficiency on its part to deal with a question, could refer the question to the court under the power to that effect expressly contained in section 62, sub-section 5. With

regard to the argument that had been adduced as to destruction of an old mark by refusal to register, any apprehension as to that was especially provided against; for the refusal to register under section 73 did not invalidate such marks. Having regard to section 47 and section 62 of the Act, and also not forgetting a circumstance that the Act contained in section 81 a series of provisions in reference to Sheffield marks, giving the court jurisdiction expressly with respect to those marks over the discretion of the comptroller, he had come to the opinion that section 90 did not give the court the jurisdiction contended for, and that the comptroller was right in his contention.—COUNSEL, *The Solicitor-General* (Sir Horace Davey, Q.C.) and *Ingle Joyce; Aston*, Q.C., and *Chadwyck Healey*. SOLICITORS, *The Solicitor to the Treasury; Munns & Longden*.

Re TAMLIN PATENT HORSE SHOE CO.—Chitty, J., 6th August.

COMPANY—WINDING-UP PETITION—SUSPENSE OF BUSINESS—MAJORITY OF SHAREHOLDERS—UNREGISTERED SHAREHOLDERS—COMPANIES ACT, 1862, ss. 40, 79, SUB-SECTION 2.

This was a petition by contributories for winding up the company on the ground that it had suspended business. It appeared that the company had been formed for working a patent for making roughed horse-shoes, that the petitioners, who were the vendors of the patent, were holders of certain registered shares, and also claimed to be entitled to a large number of shares, as vendors' shares, which the company had refused to allot to them. The company had opened a manufactory, but had closed it some time since. The offices of the company, however, were still open, and some small business had been done. The petitioners, by virtue of the shares which they alleged that they were entitled to as vendors' shares, claimed to constitute a majority of the share capital, and cited *Re Patent Steam Engine Co.* (26 W. R. 811, L. R. 8 Ch. D. 464) as an authority for their position in that respect, although they did not appear on the register as such. CHITTY, J., said that there was no intention shewn on the part of the company of abandoning its business. The words of the Companies Act, 1862, s. 79, sub-section 2, state as a ground for winding up the company that it had suspended its business. The phrase, however, did not mean the same as that business was suspended: *Middlesborough Assembly Rooms Co.* (28 W. R. 868, L. R. 14 Ch. D. 104). It was difficult to say, under the circumstances, that the company had suspended business, especially when it was remembered that the company's chief opportunity of doing business was in the winter. In considering the question as to the majority supporting the petition, he could only account as shareholders those whose names actually appeared on the register, and he could not include amongst shareholders such persons as merely claimed shares. The petition would be dismissed, with costs.—COUNSEL, *Whitehorne*, Q.C., and *Metcalfe; Ince*, Q.C., and *H. B. Buckley; Stewart Smith* and *Boome*. SOLICITORS, *P. M. James, Rooks, & Co.; S. F. Langham*, for *Hodges*, Dorking.

Re McMYN (DECEASED)—Chitty, J., 3rd and 4th August.

ADMINISTRATION—SURETY CLAIMING BENEFIT OF JUDGMENT—ASSIGNMENT OF JUDGMENT—MERCANTILE LAW AMENDMENT ACT, 1856 (19 & 20 VICT. c. 97), s. 5—HUSBAND AND WIFE—SEPARATE PROPERTY—HUSBAND'S LIABILITY FOR WIFE'S FUNERAL EXPENSES.

This was the further consideration of a creditor's action for the administration of the estate of a deceased testatrix. It appeared that the husband of the testatrix had settled personal property on her for life, and after her death as she should by will appoint. The testatrix exercised the power in favour of her husband, and appointed him one of her executors. It also appeared that she had, together with her sister, become co-surety for an advance to her mother. The creditor had signed judgment against the debtor and co-sureties before the institution of the administration action, but the judgment was satisfied by the testatrix's sister. The sister being now dead, her representatives claimed the benefit of the judgment against the testatrix's estate, but it was objected that the Mercantile Law Amendment Act, 1856, s. 5, required that, before a surety could stand in the place of the judgment creditor whom he had satisfied, he must have obtained an actual assignment of the judgment. It also appeared that the husband claimed to retain a sum of £17 he had expended in burying his wife. The will contained no charge of funeral expenses. The estate was insolvent. CHITTY, J., said that he knew of no rule of law which compelled a man to bury his wife at his own expense and not out of her separate estate which had reached his hands. He thought it would be too hard a thing to disallow the husband the moneys spent for his wife's funeral expenses. The Mercantile Law Amendment Act, s. 5, whilst mentioning that the surety who had satisfied the judgment debt was entitled to have the judgment assigned, also said that he was entitled to stand in the place of the creditor. He, therefore, was of opinion that the surety in the present case was entitled to assert her right to priority of payment, although there had been no actual assignment, especially when it was considered that, so far as the general creditors were concerned, it was immaterial whether the creditor or surety had proceeded against the testatrix's estate. The surety had not paid the testatrix's debt for the sake of benefiting her creditors.—COUNSEL, *Hamilton Humphreys; Leveti; Renshawe*. SOLICITORS, *Shaw & Tremellen*, for *Hall & Baldwin*, Clitheroe, Lancashire; *Bower, Cotton, & Bower*, for *Ainsworth, Sanderson, & Howson*, Blackburn.

Re C. P. STONE'S TRUSTS—Kay, J., 7th August.

PARTNERSHIP — LOAN TO TRADER — AGREEMENT THAT LENDER SHOULD RECEIVE SHARE OF PROFITS—SUBSEQUENT AGREEMENT SUBSTITUTING INTEREST FOR SHARE OF PROFITS—INSOLVENCY OF BORROWER—CREDITORS' TRUST DEED—CLAIM—PARTNERSHIP LAW AMENDMENT ACT (28 & 29 VICT. c. 86), ss. 1, 2, 5.

In this case a question arose whether a creditor who had originally lent money to a trader on an agreement that he should receive a share of the profits, but who, by a subsequent agreement annulling the former one, had agreed to substitute interest for share of profits, was entitled to rank with the general body of creditors, or whether he was postponed to them by section 5 of 28 & 29 Vict. c. 86. By an agreement dated the 1st of September, 1882, Upward agreed to lend to Stone, who carried on the business of a tea dealer, the sum of £3,000, to bear interest at £5 per cent., for which sum Stone was to give Upward his bond. Stone was also to take Upward into his office as clerk or pupil, and to instruct him in the business for three years. During the three years Stone was to pay Upward by way of salary a sum equal to half the net profits of the business in addition to the interest at £5 per cent., but the relationship established by the agreement was not to be construed as a partnership unless Upward should give Stone a written notice of desire to be taken into partnership at the end of three years, in which case he was to become a partner upon terms summarized in a schedule to the agreement. By an agreement dated the 27th of October, 1883, the above agreement was cancelled by mutual consent of the parties to it, and by another memorandum of even date it was agreed between Upward and Stone that interest should be paid and received upon the sum of £3,000 at a rate equal to £20 per month, and this was to be in full satisfaction of all claims for interest or profits theretofore payable in respect of the £3,000. Stone afterwards became insolvent, and on the 19th of January, 1886, executed a deed of trust for the benefit of his creditors, by which he appointed attorneys to get in his estate and effects upon trust to distribute them among his creditors. All the debts due from Stone at the date of this deed had been incurred since the 27th of October, 1883, except the £3,000 owing to Upward. The amount realized under the deed was insufficient to pay the debts of Stone in full without reckoning the £3,000 claimed by Upward. The question was whether Upward was entitled with the general body of Stone's creditors, or whether his debt must be postponed under section 5 of the Act. On behalf of Upward it was contended, first, that the contract was really one for the remuneration of Upward as servant, and that, therefore, it came within section 2 of the Act, which excepts such a case from its operation; and, secondly, that the transaction of the 27th of October, 1883, was really in effect a new contract, and, therefore, not within the Act at all. KAY, J., held that the case was clearly within the Act. It was quite plain upon the face of the contract, that Upward would never have lent his money upon the personal bond of Stone but for the rest of the agreement, that he should receive half the profits. The case, therefore, came within the terms of section 1 of the Act, and not within section 2. Section 5, which postponed his debts to those of other creditors, therefore applied. It was said that the agreement of October put an end to the agreement of September, and that the payment of £20 a month constituted a new ending. But that contention was covered by the decision of *Ex parte Mills, Re Tew* (L. R. 8 Ch. 569, 21 W. R. Dig. 31). The fact that the original arrangement was afterwards altered by a subsequent deed, which might be secret and not known to the general public, was nothing to the creditors. There must, therefore, be a declaration that Upward be postponed to the other creditors.—COUNSEL, *Firth; Renshaw*. SOLICITORS, *Duffield & Bruty; Crowdy, Son, & Turry*.

BANKRUPTCY CASES.

Ex parte IDE, *Re* IDE—C. A. No. 1, Aug. 6.

BANKRUPTCY NOTICE—JUDGMENT AGAINST PARTNERSHIP FIRM—PARTNER NOT SERVED OR APPEARING—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (*a*.)—R. S. C., 1883, XLII., 10.

In this case a question arose as to the validity of a receiving order and the bankruptcy notice on which it was founded. A final judgment had been obtained under order 14 against a partnership firm. E., one of the partners, had appeared to the writ; L., the other partner, had not been served, and had not appeared. A bankruptcy notice, claiming payment of the judgment debt, was served on the firm, and the debt not having been paid, a bankruptcy petition was presented against the firm. L., who had been served with the petition, opposed the making of a receiving order but the registrar made the order. The Court of Appeal (Lord ESHER, M.R., and BOWEN and FRY, L.JJ.) discharged the order. Sub-section 1 (*g*.) of section 4 of the Bankruptcy Act, 1883, provides that a bankruptcy notice may be issued by a creditor who has obtained a final judgment, "execution thereon not having been stayed." Rule 10 of order 42 of the Rules of the Supreme Court, 1883, provides that "where a judgment or order is against a firm, execution may issue—(*a*.) against any property of the partnership; (*b*.) against any person who has appeared in his own name under ord. 12, r. 15, or who has admitted on the pleadings that he is, or who has been adjudged to be, a partner; (*c*.) against any person who has been served, as a partner, with the writ of summons, and has failed to appear. If the party who has obtained judgment or an order claims to be entitled to issue execution against any other person as being a member of the firm, he may apply to the court or a judge for leave so to do." Lord ESHER, M.R., said that, by virtue of rule 10 of order 42, execution on the judgment could not issue against the private property of L. without the leave of the court. Was he, then, a person against whom a bankruptcy notice could be issued under sub-section 1 (*g*.) of section 4 of the Bankruptcy Act, 1883? It was true that execution had not been stayed on the judgment. But there was a necessary implication that the

judgment must be one on which execution could be issued immediately, unless it was stayed. Here execution could not be issued against L. without the leave of the court. The judgment was not, therefore, one in respect of which a bankruptcy notice could be issued. This view was in accordance with that expressed by the judges in *Ex parte Woodall* (L. R. 13 Q. B. D. 479) and *Ex parte Blanchett* (L. R. 17 Q. B. D. 303, *ante*, p. 470), though the point was not then actually decided. Bowen, L.J., agreed that the creditor must be in a position to issue execution on the judgment when he issued the bankruptcy notice. It would be too absurd to suppose that sub-section 1 (*g*.) admitted of this construction—that in a case in which execution might have gone but for the order of the court staying it, a bankruptcy notice could not be issued, and yet that in a case in which execution could never have gone at all without the leave of the court, a bankruptcy notice could be issued. There was a necessary implication that the creditor must not only have obtained a final judgment, but must be in a position to issue execution upon it. Fry, L.J., concurred.—Counsel, *Herbert Reed*; *F. Cooper Willis*. Solicitors, *W. F. Summerhays*; *W. Morley*.

Ex parte HUBBARD, *Re* HARDWICK—C. A. No. 1, 7th August.

Bankruptcy—Bill of Sale—Validity—Document describing Transaction of Pledge—Bills of Sale Act, 1878, s. 4—Bills of Sale Act, 1882, ss. 3, 9.

The question in this case was whether certain documents executed upon the deposit of goods, by way of security for a loan of money by the depositee to the depositor, were "bills of sale" within the Bills of Sale Act, 1882, and therefore made void by section 9 of that Act, because they were not in accordance with the form scheduled to the Act. On the 14th of November, 1885, Hardwick borrowed of Hubbard £20, and agreed to repay it, with £5 for interest and expenses, on the 14th of March, 1886; and, by way of security, Hardwick deposited with Hubbard two tricycles. On that occasion Hardwick signed the following agreement:—"An agreement made the 14th November, 1885, between E. J. Hardwick of the one part and W. Hubbard of the other part, whereby the said E. J. Hardwick, having this day deposited at his risk with the said W. Hubbard the goods comprised in the schedule hereunder written, as security for the payment of the sum of £20 paid by the said W. Hubbard to the said E. J. Hardwick this day (the receipt whereof the said E. J. Hardwick hereby acknowledges), and of the sum of £5 for interest and expenses, doth hereby agree to pay to the said W. Hubbard the said sums of £20 and £5 on the 14th of March, 1886. And it is further agreed that, in case of default in payment, the said W. Hubbard, after three days' notice in writing delivered at the last known address of the said E. J. Hardwick, may sell the said goods by auction or otherwise, and apply the proceeds of such sale in or towards the payment of any money which may be due under this agreement and of the expenses of sale; but, until such default is made, no such sale is to take place, nor is any action or suit to be brought to enforce payment of the said sum of £20 and interest." The agreement also provided that, if the goods should be sold, and should not realize sufficient to pay the amount then due under the agreement and the costs, Hardwick would forthwith pay the balance, with interest thereon until payment at the rate of £5 per cent. per month; and that, if the sums of £20 and £5 were not paid on the day appointed, Hardwick was to pay interest thereon until payment at the rate of £5 per cent. per month; and that Hardwick would pay Hubbard such sums as he might pay for any insurance he might effect on the goods, with interest thereon at the same rate. On the 2nd of December Hardwick borrowed of Hubbard a further sum of £10 1s., and deposited a bicycle as security, and the following document was signed by him the same day:—"In consideration of £10 1s. paid me this day by W. Hubbard (receipt of which I hereby acknowledge), I hereby agree to repay the same, together with 10s. for interest, on the 16th of December, 1885, and interest thereon after that day at the rate of 60 per cent. per annum, and, for securing payment of the aforesaid sums and interest, I deposit a Rudge bicycle, and hereby empower and authorize you to sell the same in any manner you think proper if the aforesaid sums are not paid on the said 16th of December, 1885." Hardwick became a bankrupt, and the official receiver, who was acting as trustee in the bankruptcy, claimed the goods which had been deposited, on the ground that the documents were bills of sale, and that they were void under section 9 of the Bills of Sale Act, 1882, as not being in accordance with the form in the schedule. The judge of the Lewes County Court (Mr. A. Martineau) declared the documents void as being bills of sale, considering that he was bound, by reason of the language used by the Court of Appeal in *Ex parte Parsons* (L. R. 16 Q. B. D. 532, *ante*, p. 218), to hold that section 9 applies to all documents which give a security upon goods for the payment of money. A divisional court (Pollock, B., and Cave, J.) affirmed this decision, on the same ground. The Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) reversed the decision. Lord Esher, M.R., said that, with great deference to the learned judges in the Divisional Court, if they had carefully examined the judgments in *Ex parte Parsons*, they would have seen that the Court of Appeal could not have decided what they supposed they had decided in that case without overruling several recent decisions of the Court of Appeal. All that was really intended to be said in *Ex parte Parsons* with reference to *Ex parte Close* (33 W. R. 228, L. R. 14 Q. B. D. 386) and *Re Cunningham & Co.* (33 W. R. 387, L. R. 28 Ch. D. 682) was to express disapproval of the *ratio decidendi* of those two cases—viz., that if, from the nature of a transaction, it could not possibly be expressed in the statutory form of bill of sale, the Bills of Sale Act did not apply to it at all. Cave, J., in his judgment in *Ex parte Parsons*, explained that in *Ex parte Close* he did not intend to say what he was supposed to have said. The ground, therefore, of the judgment of the Divisional Court in the present case could not be supported. Was their decision right, independently of the supposed decision of the Court of Appeal? The documents which were said to be avoided by section 9 of the Act of 1882 were not bills of sale in the ordinary meaning of the term. They could only be bills of sale within the Act of 1882, if they satisfied the terms of the definition of the term "bill of sale" contained in section 4 of the Act of 1878. It was argued that these documents were "transfers." But that word in section 4 meant a document which, though not in the form of a bill of sale, assumed to transfer the property in goods as a bill of sale would. It was impossible to say that these documents assumed to transfer the property in the goods to which they referred. Then it was said that they were "authorities or licences to take possession of personal chattels as security for any debt." If they conferred on the grantee the right to take possession of the chattels, even though it was a right to take immediate possession, *Ex parte Parsons* was a decision that they would be within section 4. But a right to *take possession* meant a right to take it whether the grantor liked it or not. If, however, the transaction depended, not on the power of the grantee to take possession, but the grantor was to give and the grantee was to receive possession, and the transaction was not to begin till the grantor voluntarily gave possession of the goods to the grantee, this was not an authority to take possession. This excluded from section 4 a transaction of pledge, for the essence of such a transaction was a loan of money by the pledgee to the pledgor on the security of goods, if and when the goods were deposited by the pledgor with the pledgee. The money was not lent upon the security of an authority to *take* possession of the goods; the transaction began with the voluntary giving possession of the goods by the pledgor. The documents in the present case described a pledge in the simplest terms. They, no doubt, regulated the rights of the grantee who had got possession of the goods, but they gave him no authority to take possession. The transaction being one of pledge and nothing more, the document which described it and regulated the rights of the grantee was not a bill of sale either in the ordinary sense or within the meaning of section 4, and was not, therefore, within the Act of 1882. Bowen and Fry, L.JJ., concurred, adding that the documents were not "agreements by which a right in equity to any personal chattels" was conferred. They regulated the exercise of a legal right, and did not give more than a right to equitable relief in aid of the legal right.—Counsel, *Cock*, Q.C., *C. C. Scott*, and *Duke*; *Sir H. Davey*, Q.C., and *Muir Mackenzie*. Solicitors, *J. Sheldon Hepworth*; *W. Murton*.

ELECTION LAW.

Taxation of Returning Officer's Charges

At the Greenwich County Court on Wednesday, before Mr. W. Bristow, deputy registrar, a sitting was held for the purpose of taxing the accounts of Mr. Weller, returning officer for the borough of Deptford at the late election, the proceedings being taken at the instance of the candidates, Mr. Evelyn, M.P., and Mr. Lalmohun Ghose, jointly. The returning officer's charges amounted to £325 1s. 6d. Objection was made to the charge of £102 13s. for fourteen polling stations, Mr. Ghose contending—first, that the fittings and compartments used at the late School Board election might have been procured; and, secondly, that Mr. Weller had been allowed the maximum charge for them at the election last November. Mr. Weller said he contracted for the construction of the stations, which were not worth taking away and warehousing after the election. Mr. Bristow allowed the item, remarking that his experience as returning officer for the School Board was the same. Mr. Ghose next objected to a charge of £10 10s. for fourteen ballot boxes, contending that the boxes purchased for the election six months before ought to have been used, or boxes hired at 5s. each, as referred to in the schedule of charges under the Act. Mr. Weller said the boxes would have wanted doing up, and he gave them to the man who afterwards supplied them at 15s. each. Mr. Bristow allowed 10s. each for the boxes. On an item of £27 for "professional and other services," Mr. Weller produced vouchers for £25 and said the remainder was paid to his clerks and others who assisted him. Mr. Ghose submitted that the taxing master could allow nothing for which he did not see vouchers; otherwise he could not say the expenses were "actually and necessarily" incurred. Mr. Bristow said there were certain things for which it was impossible to give vouchers—cab fares, for instance. The taxing master was entitled to use his discretion. Several other items were disputed, but in the end only £4 10s. was struck off the account. Mr. Weller asked for costs against the candidates of £5 5s. for the taxation fee, and his personal expenses. Mr. Bristow made an order accordingly, allowing Mr. Weller £1 1s.—*Times*.

An order in council has been issued under the provisions of the Revising Barristers Act, 1886, directing that the number of revising barristers to be appointed annually in England and Wales shall be ninety-seven, distributed as follows:—For the county of Middlesex and for the City of London and City of Westminster and boroughs of the county of Middlesex, six; for the counties, cities, boroughs, and places within the Northern Circuit, eleven; within the North-Eastern Circuit, thirteen; within the Midland Circuit, thirteen; within the South-Eastern Circuit, fifteen; within the Oxford Circuit, twelve; within the Western Circuit, thirteen; within the North Wales division of the North and South Wales Circuit, six; within the South Wales division of the North and South Wales Circuit, five; and within the county of Surrey, three.

LEGAL APPOINTMENTS.

Mr. William Willis, LL.D., Q.C., has been appointed Recorder of the boroughs of Maldon and Saffron Walden, in succession to the late Mr. Hugh Cowie, Q.C. Mr. Willis is the eldest son of Mr. William Willis, of Luton, and was born in 1835. He was educated at Huddersfield College, and he graduated at the University of London, B.A. in 1859 and LL.D. in 1865. He was called to the bar at the Inner Temple in Trinity Term, 1861, having in the previous November obtained an open studentship, and he became a Queen's Counsel in 1877. Mr. Willis practises on the South-Eastern Circuit. He is a bencher of the Inner Temple, and he was M.P. for Colchester in the Liberal interest from April, 1880, till November, 1885.

The Right Hon. Edward Stanhope, barrister, M.P., who has been appointed Secretary of State for the Colonies, is the second son of the fifth Earl of Stanhope, and was born in 1840. He was educated at Harrow and Christ Church, Oxford, where he graduated B.A. in 1862, and he was afterwards elected a fellow of All Souls' College. He was called to the bar at the Inner Temple in Easter Term, 1865, and he formerly practised on the Home Circuit and at the Kent Sessions. He acted as an assistant-commissioner to inquire into the employment of women and children in agriculture. Mr. Stanhope was M.P. for Mid-Lincolnshire from February, 1874, till November, 1885, when he was returned for the Horncastle Division of that county.

The Right Hon. David Robert Plunket, Q.C., M.P., who has been appointed First Commissioner of Works and Public Buildings for a second time, is the third son of the third Lord Plunket, and was born in 1838. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1862. He became a Queen's Counsel in 1868, in which year he was for a short time law adviser to the Lord-Lieutenant of Ireland. He was Solicitor-General for Ireland from 1875 till 1877, Paymaster-General for a few weeks in 1880, and First Commissioner of Works and Public Buildings from July, 1885, till January, 1886. Mr. Plunket has been M.P. for the University of Dublin since 1870, and he was sworn in as a member of the Privy Council in 1880.

The Right Hon. Henry Cecil Raikes, barrister, M.P., who has been appointed Postmaster-General, is the eldest son of Mr. Henry Raikes, of Llwnegrin, Flintshire, and was born in 1838. He was educated at Shrewsbury School, and he was formerly scholar of Trinity College, Cambridge, where he graduated in the second class of the classical tripos in 1860. He was called to the bar at the Middle Temple in Easter Term, 1863, and he formerly practised on the North Wales and Chester Circuit. He was M.P. for Chester from 1868 till 1880, and for Preston from February till November, 1882, when he was returned for the University of Cambridge. Mr. Raikes was Chairman of Committees in the House of Commons from 1874 till 1880. He is a magistrate for Cheshire and Flintshire, and a deputy-lieutenant for the latter county, and he was sworn in as a member of the Privy Council in 1880.

Mr. Henry de Worms, barrister, M.P., who has been appointed Parliamentary Secretary to the Board of Trade for the second time, is the third son of Baron Solomon de Worms. He was born in 1840, and he was educated at King's College, London. He was called to the bar at the Inner Temple in Trinity Term, 1863, and he formerly practised on the Home Circuit. He was M.P. for Greenwich from April, 1880, till November last, when he was returned for the East Toxteth Division of Liverpool. He is a magistrate and deputy-lieutenant for the county of Middlesex, and he was secretary to the Board of Trade from July, 1885, till January, 1886.

Mr. William Alexander Baillie Hamilton, barrister, has been appointed Private Secretary to the Secretary of State for the Colonies. Mr. Hamilton is the eldest son of Admiral Baillie Hamilton, and was born in 1844. He was educated at Harrow. He was called to the bar at the Inner Temple in Michaelmas Term, 1872, and he has been for many years a clerk in the Colonial Office. Mr. Hamilton was private secretary to Mr. James Lowther, as Under-Secretary of State for the Colonies and as Chief Secretary for Ireland.

Mr. William Hays Fisher, barrister, M.P., has been appointed an unpaid Private Secretary to the Chief Secretary for Ireland. Mr. Fisher is the eldest son of the Rev. Frederick Fisher, rector of Downham, Cambridgeshire, and was born in 1854. He was educated at Haileybury College, and at University College, Oxford. He was called to the bar at the Inner Temple in January, 1879, and he is a member of the Oxford Circuit. Mr. Fisher was elected M.P. for Fulham in the Conservative interest in November, 1885.

Mr. Charles Beilby Stuart Wortley, barrister, M.P., who has been appointed Under-Secretary of State for the Home Department for the second time, is the son of the Right Hon. James Stuart Wortley, Q.C., many years recorder of London, and was born in 1851. He was educated at Rugby and at Balliol College, Oxford, where he graduated second class in Jurisprudence in 1874. He was called to the bar at the Inner Temple in January, 1876, and he is a member of the North-Eastern Circuit. He was M.P. for Sheffield from April, 1880, till November, 1885, when he was returned for the Hallam Division of that borough. Mr. Wortley was secretary to the Royal Commission on the Sale of Benefices. He was Under-Secretary for the Home Department from July, 1885, till January, 1886.

The Right Hon. Sir Henry Thurstan Holland, Bart., K.C.M.G., M.P., who has been appointed Vice-President of the Committee of the Council on Education, is the eldest son of Sir Henry Holland, Bart., and was born in 1825. He was educated at Harrow and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1849, and he practised for many years on the Northern Circuit. He was Legal Adviser to the Colonial Office from 1867 till 1870, when he was appointed Assistant Under-Secretary of State for the Colonies, and he resigned that appointment in August, 1874, when he was elected M.P. for Midhurst. He has been M.P. for Hampstead since last November. Sir H. Holland was Financial Secretary to the Treasury from June till August, 1885, and Vice-President of the Committee of the Council of Education from August, 1885, till January, 1886. He is a bencher of the Inner Temple, a magistrate for Surrey, and a deputy-lieutenant for Middlesex, and he was created a Knight Commander of the Order of St. Michael and St. George in 1879.

Mr. Dunbar Barton, barrister, has been appointed Secretary to the Lord Chancellor of Ireland.

Mr. William John Mure, advocate, has been appoined Legal Secretary to the Lord Advocate of Scotland.

Mr. Thomas Brett, barrister, has been appointed Lecturer in Equity to the Incorporated Law Society for the ensuing year.

Mr. Henry Arthur Peake, solicitor, of Sleaford, has been appointed Registrar of the Sleaford County Court (Circuit No. 17), in succession to his father, the late Mr. Henry Peake.

Mr. George Newby Watson, solicitor, of Darlington, has been appointed Clerk to the magistrates for that borough, in succession to his partner, the late Mr. Hugh Dunn. Mr. Watson was admitted a solicitor in 1871.

Mr. Francis John Haxby Robinson, solicitor, of Easingwold, has been appointed Clerk to the Easingwold Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, on the resignation of his father, Mr. John Robinson, who is registrar of the Easingwold County Court. Mr. F. J. H. Robinson was admitted a solicitor in 1880.

Mr. William Hayes, B.A., solicitor, of Mendip House, Highgate, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS, &c.

Charles Corser, Henry Hartley Fowler, and Frederick Theobald Langley, solicitors, Wolverhampton. June 30. So far as regards the said Charles Corser.

Thomas Herbert Edward Foord and Francis Edwards, solicitors (Foord & Edwards), 16, Philpot-lane, London. July 27. The said Thomas Herbert Edward Foord will continue the practice at No. 16, Philpot-lane, Fenchurch-street, London, E.C.

Edward Futvoye, Ernest Field, and Godfrey Alexander Baker, solicitors (Futvoye, Field, & Baker), 23, John-street, Bedford-row. June 30. So far as relates to the said Edward Futvoye. The said business will be carried on under the same style or firm by the said Ernest Field and Godfrey Alexander Baker alone. [*Gazette*, Aug. 6.]

OBITUARY.

MR. SERJEANT PETERSDORFF.

Serjeant Charles Erdman Petersdorff, many years a judge of county courts, who died at his residence, 23, Harley-street, on the 29th ult., in his eighty-sixth year from the effects of a fall, was the third son of Mr. Christian Petersdorff, and was born in 1800. He practised for some time as a special pleader, and he was called to the bar at the Inner Temple in Hilary Term, 1833, when he joined the Home Circuit. He was a sound lawyer, and for many years he had a good junior business. He was for several years junior counsel to the Admiralty. He became a serjeant-at-law in 1858, and in 1865 he was appointed judge of county courts for Circuit No. 65, comprising the greater part of North Devonshire, to which a considerable part of Somersetshire was afterwards added. In the autumn of last year, after twenty years of judicial service, he retired on a pension. Mr. Serjeant Petersdorff was married in 1847 to the widow of Mr. James Mallock.

MR. JOHN SAYER.

Mr. John Sayer, barrister, died suddenly at Pett-place, Charing, on the 1st ult. Mr. Sayer was the only son of the Rev. John Sayer, Vicar of Arlingham, Gloucestershire, and was born in 1838. He was educated at Rugby and at Trinity College, Oxford. He was called to the bar at Lincoln's-inn in Hilary Term, 1850, and he practised for many years in the Court of Chancery. Mr. Sayer was a magistrate for the county of Kent. He was married in 1849 to the daughter of the Rev. William Crawley. His eldest son, Mr. John Sayer, jun., was called to the bar at Lincoln's-inn in November, 1875, and practises in the Chancery Division. Mr. Sayer was buried at Arlingham on the 4th ult.

MR. THEODORE TYLOR TROTTER.

Mr. Theodore Tylor Trotter, solicitor (of the firm of Robinson & Trotter), of Darlington and Richmond, died on the 26th ult. Mr. Trotter

was the youngest son of Mr. Theodore Trotter, of Lincoln. He served his articles in the office of Mr. Richard Cotton Carline, of Lincoln, and he was admitted a solicitor in 1881. He shortly afterwards settled at Darlington, when he went into partnership with Mr. William Robinson, and he also had offices at Richmond. His premature death is mourned by many friends, both at Darlington and at Lincoln. Mr. Trotter was buried on the 29th ult., at St. Peter's, Eastgate Cemetery, Lincoln.

MR. JOHN MONCKTON.

Mr. John Monckton, solicitor, many years town clerk of Maidstone, died at that place on the 25th ult., at the age of eighty-four. Mr. Monckton was born in 1802. He was admitted a solicitor in 1825, and he had practised for about sixty years at Maidstone. He was a perpetual commissioner for the county of Kent, and his private practice was a large one. He was appointed town clerk of Maidstone in 1838, and he held that office till 1875, when he was succeeded by his son and partner, Mr. Herbert Monckton, who was admitted a solicitor in 1862. Mr. Monckton was a director of the Kent Fire Insurance Co. and of the Maidstone Water Co. He was buried at All Saints, Maidstone, on the 29th ult. His eldest son, Sir John Braddick Monckton, is town clerk of the City of London.

MR. JAMES FELTHAM.

Mr. James Feltham, solicitor, of Wymondham and Hingham, died on the 3rd inst., in his seventy-second year. Mr. Feltham was born in 1815. He was admitted a solicitor in 1850, and he had ever since carried on a considerable practice at Wymondham and also at Hingham, where he resided. Mr. Feltham had been for many years registrar of the Wymondham County Court (Circuit No. 32), and he was also for some time Conservative registration agent for the Wymondham district. He had long been in failing health, but his last illness was short.

MR. CHARLES THOMAS WAKEFIELD PARRY.

Mr. Charles Thomas Wakefield Parry, solicitor, proctor, and notary (the head of the firm of Parry, Gamon, & Farmer), died at Chester on the 5th inst. at an advanced age. Mr. Parry was admitted a solicitor in 1830, and about five years later he settled at Chester, when he became deputy registrar of the Chester Consistory Court, and he subsequently became registrar of that court. He was secretary to the late Bishop Graham, and he was at the time of his death in partnership with Mr. John Gamon, who is registrar of the diocese and archdeaconry of Chester, and with Mr. Richard Farmer. His firm are now joint secretaries to the bishops of Chester and Liverpool. Mr. Parry was a notary public, and he had been registrar of the district probate registry at Chester since the passing of the Probate Act, 1857. He was a magistrate for the city of Chester. Mr. Parry was married in 1835 to the daughter of Mr. Walker, of Chester, but he leaves no family.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. Sidney Smith in the chair. The other directors present were:—Messrs. W. Beriah Brook, Samuel Harris (Leicester), Edwin Hedger, R. Pennington, Frederic T. Woolbert, and J. T. Scott, secretary. A sum of £644 was distributed in grants of relief, eight new members were admitted to the association, and other general business was transacted.

At the Bootle Police-court last week, Mr. John Geraghty, a member of the town council of that borough, was summoned for having, on the 31st of July, refused to assist the police to convey a prisoner to the Bridewell. According to the evidence for the prosecution, a police-sergeant and a constable were struggling with a drunken man, when the defendant found fault with their mode of taking the man to the Bridewell. The sergeant immediately called on Mr. Geraghty, in the name of the Queen, to assist the police, but Mr. Geraghty refused to do so, saying that the police should get a cab or a cart. In defence Mr. Geraghty said that he simply asked the police to take the man in a hand cart, and that the sergeant demanded his help simply through spite. The defendant was committed for trial at the sessions, but bail was accepted.

Fee, Two Guineas, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.

Furnish on Norman & Stacey's Hire Purchase System; No Deposit; 1, 2, or 3 years; 60 wholesale firms. Offices, 79, Queen Victoria-street, E.C. Branches at 131, Pall Mall, S.W., and 9, Liverpool-street, E.C.—[ADVT.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

NEILGHERRY AND SOUTHERN INDIA LANDS INVESTMENT COMPANY, LIMITED.—By an order made by Kay, J., dated July 31, it was ordered that the voluntary winding up of the company be continued. Hollams and Co., Mincing lane, solicitors for the petitioner

[*Gazette*, Aug. 6.]

BARON LIEBIG'S COCOA AND CHOCOLATE WORKS, LIMITED.—North, J., has, by an order dated Aug 5, appointed John Francis Clarke, 41, Coleman st, to be official liquidator

CARDIGAN SLATE QUARRIES, LIMITED.—Petition for winding up, presented Aug. 9, directed to be tried before Bacon, V.C., on Saturday, Oct. 30. Smith and Son, Gresham House, solicitors for the petitioner

CONNAH'S QUAY ALKALI COMPANY, LIMITED.—By an order made by Bacon, V.C., dated July 31, it was ordered that the voluntary winding up of the company be continued. Pritchard and Co., Painters' Hall, Little Trinity lane, agents for Boote and Edgar, Manchester, solicitors for the petitioner

TILBURY BRICKFIELDS COMPANY, LIMITED.—Petition for winding up, presented Aug 9, directed to be heard before Bacon, V.C., on Saturday, Oct. 30. Smith and Son, Gresham House, solicitors for the petitioner

[*Gazette*, Aug. 10.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

WREXHAM LAGER BEER COMPANY, LIMITED.—By an order made by Bristowe, V.C., dated Aug. 3, it was ordered that the voluntary winding up of the company be continued. Hulme and Co., Manchester, solicitors for the petitioner

[*Gazette*, Aug. 6.]

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Seven Stars Inn, Daw's Green, Leigh, Surrey. Aug. 4
NEW CLUB, Ship Inn, West st, Oundle, Northampton. Aug 4

[*Gazette*, Aug. 10.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

BOND, JOSEPH, Louth, Lincoln, Gent. Sept 14. Lincoln and Lindsey Banking Company, Limited v Foster, North, J. Hyde, Louth
CROFT, MICHAEL, Lendal, York, Temperance Hotel Keeper. Sept 30. York City and County Banking Company, Limited v Croft, North, J. Crumble, York
JORDAN, RICHARD, Edenbridge, Kent, Builder. Sept 30. Warner v Jordan, North, J. Warner, Tonbridge
THOMAS, ISABELLA MARGARET, Dorset sq. Sept 1. Greenway v Greenway and Thomas v Thomas, Kay, J. Barfield, Plowden bdgs, Temple

[*Gazette*, Aug. 3.]

MARSHALL, ANN, Hazelmere rd, Peckham, Surrey. Aug 31. Grainger v Carter and Carter v Heath. Pritchard and Marshall, Gracechurch st
WOOD, SYDNEY MONTAGUE ALBERT, Bedford pk, Streatham, Stockbroker. Oct 1. Tomkins v Dore, Bacon, V.C. Abrahams and Co, Old Jewry

[*Gazette*, Aug. 6.]

BOUCHER, SUSANNAH EVANS, and JOHN BOUCHER, Birmingham. Oct 25. Boucher v Lloyd, Kay, J
CREASY, JAMES BOND, Westbourne grove, Bayswater, Lace Dealer. Aug 31. Creasy v Creasy, Bacon, V.C. Wilkinson and Son, Lincoln's inn fields
HEARTWELL, AARON, Southport, Lancaster. Sept 7. Registrar, Manchester. Darbishire and Tatham, Manchester
MURPHY, JAMES, Chepstow, Mon, Engineer. Oct 1. Clements v Murphy, Kay, J. Gustard and Llewellin, Newport, Mon

[*Gazette*, Aug. 10.]

CREDITORS UNDER 22 & 23 VICT. CAP 36.

LAST DAY OF CLAIM.

BARBER, ABSALOM, Brighouse, York, Plasterer. Sept 1. Barber and Oliver, Brighouse
BEST, THOMAS, Red-Rice, nr Andover, Southampton. Aug 31. Dimond, Wimpole st
BRANFOOT, ALICE STEWART, Madras, East Indies. Oct 31. Tasker, Great Queen st, Lincoln's inn fields
BROOKE, FRANCIS CAPPER, Ufford, Suffolk, Esq. Sept 23. Moor, Woodbridge
CLARKE, DANIEL, Liverpool, Marble Merchant. Sept 3. Radcliffe and Smith, Liverpool
CONSTABLE, JANE ELIZABETH, Wellington st, Islington. Aug 30. Watling, Coleman st
DARBYSHIRE, JAMES, Blackrod, Lancs, Miner. Sept 6. Wilson and Co, Preston
DODSWORTH, THOMAS LUMLEY, Wheldrake, York, Esq. Aug 31. Munby and Scott, York
DUNE, ELIZABETH, Ramsgate. Sept 15. Daniel, Ramsgate
FLOWER, JOHN, Campbell rd, Bromley, Lighterman. Sept 6. Grimes, Basinghall st
FORESTER, Right Hon Lord GEORGE CECIL WELD, Willey park, Salop. Sept 1. Potts and Potts, Broseley
FRESHNEY, EMILY, St James' sq. Sept 1. Gatty and Co, Crosby sq
GIBBS, GEORGE, Bath, Gardener. Sept 10. Simmons and Co, Bath
GLANVILLE, SARAH, Stratford sub Castle. Aug 31. Cobb and Smith, Salisbury
GREEN, MARY, Abbey Winchcomb, Gloucester. Aug 20. Smith, Cheltenham
GUSCOTTE, THOMAS, York bdgs, Adelphi, Solicitor. Aug 28. Guscotte and Fowler, York bdgs, Adelphi
HAMILTON, ARCHIBALD WILLIAM, Cadogan sq, Gent. Sept 1. Hallett and Spottiswoode, Craven st, Charing Cross
HEATON, HESTER, Wilson st, Battersea. Sept 1. Wynne-Baxter and Co, Laurence Pountney hill, Cannon st
HODGSON, JAMES, Abbey rd, Kilburn, Gent. Sept 1, Hanbury and Co, New Broad st
HOLCOMBE, JOSEPH IVIMEY, Haverstock hill, Esq. Sept 1. Sowton, Bedford row
JEFFRS, SOPHIA, Tirley, Gloucester. Aug 31. Lloyd and Pratt, Newport
JENKYN, MARY AUGUSTA, Great Shelford, Cambridge. Aug 30. Holben, Cambridge

JONES, THOMAS, Hareslade, Bishopston, Glamorgan, Farmer. Aug 18. Collins and Woods, Swansea
KNIGHT, MARGARET, Chapel st, Belgrave sq. Sept 17. Stevens, Queen Victoria st
LOW, WILLIAM, West Cromwell rd, Engineer. Sept 7. Jackson and Co, Gracechurch st
MASON, FRANCIS, Brook st, Grosvenor sq. Aug 31. Mason and Co, Gresham st
MULCASTER, GEORGE, Liverpool, Saddler. Aug 31. Mulcaster, Liverpool
PRESGRAVE, PERCY OCTAVIUS MUNRO, Paymaster, Royal Navy. Sept 1. Hallett and Spottiswoode, Craven st, Charing Cross
SMITH, ROBERT WYNDHAM, Aramstone, nr Ross, Hereford, Esq. Sept 1. Walters and Co, New sq, Lincoln's inn
SPECK, MARY, Brighton, Linen Draper. Sept 30. Woods and Dempster, Brighton
TOPHAM, JOHN, Pateley bridge, York, Gent. Sept 1, Hardy Topham, Leicester
TREDCROFT, ELIZABETH ANDERSON, Guildford, Surrey. Sept 14. Blount and Co, Arundel st, Strand
WATSON, EDMUND TEMPLE, Horton, Buckingham, Esq. Sept 1. Stoneham and Son, Philpot lane, Fenchurch st
WILLIAMS, MARIA, St Thomas, Oxford. Sept 3. Swearse and Thompson, Oxford
WOOTTON, PHILIP, Metheringham, Lincoln, Publican. Oct 1. Tweed and Co, Lincoln

[*Gazette*, July 30.]

AINGE, JAMES, Northampton, Gent. Aug 23. Wright and Williams, Leicester
BOYDELL, CHARLES FIELDS, Islip st, Kentish Town, Solicitor. Sept 29. Boydell, 1. South sq, Gray's inn
BURGESS, CHARLES SMITH, Ipswich, Gent. Aug 28. Aldous and Turner, Ipswich
BURNS, MARY ANNE, Leeds. Sept 1. Bointon and Foster, Leeds
CADMAN, REGINALD, Swinton, York, Gent. Aug 31. Jackson, Malton
CARR, JOSEPH, Barnsley, York, Manufacturer. Sept 15. Raley and Son, Barnsley
COBB, WILLIAN, North Hykeham, Lincoln, Farmer. Oct 1. Tweed and Co, Lincoln
COCKRAM, JAMES, Cheriton Fitzpanie, Devon, Yeoman. Aug 18. Partridge and Cockrsm, Tiverton
COLES, ELIZABETH, Canton st, Poplar. Sept 17. Muncey, Avenue rd, Regent's park
COOKE, ELIZABETH, Camerton Hall, Cumberland. Sept 11. Waugh and Musgrave, Cockermouth
DAWSON, HENRY, Leeds, Solicitor. Oct 1. Dawson and Chapman, Leeds
DUTTON, JOHN, Duddon, Chester, Farmer. Sept 15. Cawley, Tarporley
GILBERT, THOMAS NORMAN, Leicester, Wine Merchant. Aug 23. Wright and Williams, Leicester
HAY, JAMES DE VERMES DRUMMOND, Valparaiso, Chili. Oct 1. Paterson, Bouverie st, Fleet st
HAZEL, GEORGE JOHN, Hastings, Gent. Aug 31. Reeve, Carter lane
HEMINGWAY, GEORGE, Lightcliffe, Halifax. Sept 1, Wavell and Co, George st, Halifax
HINCKS, JOSEPH, Fordhouses, nr Wolverhampton, Gent. Sept 20. Rogers and Jordan, Stourbridge
HOADLEY, HORATIO, Hollycroft, Bournemouth, Traveller. July 26. Guillaume and Sons, Bournemouth
HOARE, WILLIAM O'BRYEN, Worthing, Commander, R N. Sept 2. Griffith and Eggar, Brighton
HOBBS, MARY ANN, Christchurch, Mon. Sept 30. Davies, Moorgate st
HORN, Rev GEORGE THOMAS, College st, Islington. Sept 13. Coldham and Isaacson, New inn, Strand
HUNCKEN, AHREND, Hagen, Prussia. Aug 29. Crosley and Burn, Moorgate st
LANE, JOHN, Leamington Priors, Gunsmith. Sept 29. Field and Sons, Leamington
LOUSADA, FANNY BARUH, Lower Belgrave st. Sept 1. Tatham and Co, Old Broad st
MILLEN, JAMES, Throwley, Kent, Farmer. Aug 31. Tassell and Son, Faversham
MILLECHIP, MARY ANN, Coventry, Warwick. Aug 27. Troughton and Co, Coventry
MOFFATT, CHARLES, Leigh, Lancashire, Schoolmaster. Sept 1. Tucker, Leigh
NIGHTINGALE, ROBERT, Altrincham, Chester. Sept 21. Farrar and Hall, Manchester
PITTIS, JANE CHARLOTTE, Buckland, Portsea. Sept 4. Way, Portsea
SMITH, HENRY, Dalling rd, Hammersmith, Esq. Sept 1. Johnston and Co, Raymond bdgs, Gray's inn
STEVENS, WILLIAMS, Alderbury, Salop, Shoemaker. Sept 8. Hignett and Hughes, Shrewsbury
THOMAS, WILLIAM ANGEL, Addlestone, near Weybridge, Schoolmaster. Sept 3. Attenborough, New inn
WILSON, MARIA, Milton, near Gravesend. Aug 31. Collins and Collins, King William st
WOOD, CHARLES, Hurstmonceaux, Sussex, Corn Merchant. Sept 10. Sheppard, Battle
WOODCOCK, JOSEPH MUSGRAVE, Low Moor, near Bradford, Furnace Manager Aug 31. Yewdall and Son, Bradford

[*Gazette*, Aug 3.]

ASHTON, WILLIAM HENRY, Pianoforte Manufacturer. Aug 31. Reed and Reed, Basinghall st
BARRINGER, THOMAS STEVENS, Parkhurst rd, Holloway, retired Licentiate of Medicine. Sept 10. Attenborough, New inn
BELL, JAMES, Liverpool, Licensed Victualler. Sept 4. Fletcher, Liverpool
BINNS, BENJAMIN, Saltaire, Shipley, Tailor. Sept 8. Freeman, Bradford
BRADSHAW, HENRY, King's College, Cambridge, Principal Librarian. Sept 24. Francis and Francis, Cambridge
CLINCH, EMMA, Clarendon avenue, Leamington. Sept 4. Wright and Hassall, Leamington
COLE, MARIA, Freegrove rd, Camden rd. Aug 31. Charlton, St Swithin's lane
COOK, EDWARD, Peverel, Essex, Esq. Sept 29. Thomson and Co, Cornhill
ELLIOTT, THOMAS CHRISTOPHER, Bassett, Southampton, Gent. Sept 30. Stanton and Bassett, Southampton
FRANCE, MARK, Lefevre rd, North Bow, Widow. Aug 31. Anning, Cheapside
HARPER, JABEZ, Kendal, Westmorland, Licensed Victualler. Sept 1. Thompson, Kendal
HASLAM, JOSEPH, Birmingham, Grocer. Sept 26. Jelf and Latham, Birmingham
HODGSON, JAMES, Abbey rd, Kilburn, Gent. Sept 1. Hanbury and Co, New Broad st
HORROCKS, JAMES WOOD, Moss Side, Lancs, Gent. Sept 8. Lloyd, Manchester
JONES, WILLIAM, Tong Norton, Salop, Innkeeper. Sept 6. Phillips and Co, Shifnal, Salop
LAMING, JAMES, Merchant. Sept 10. Worthington and Co, Eastcheap
LANE, RICHARD, Little Hulton, Lancaster, Engine Tenter. Aug 31. Lawson and Coppock, Manchester
LAWTON, SAMUEL, Middleton, Lancaster, Silk Finisher. Sept 1. Brookes, Manchester
LEWIS, FANNY, Bath. Oct 1. Stone and Co, Bath
LORD, JAMES, Bacup, Whalley, Lancaster, Engineer. Sept 12. Shepherd and Stott
LOWE, ANN, Talbot rd, Bayswater. Sept 30. Whites and Co, Budge row Cannon st
MEACHAM, ANN, Leominster. Sept 1. Lloyd and Son, Leominster
ONION, ELIZABETH, Leamington Priors, Warwick, Saleswoman. Sept 29. Field and Sons, Leamington
PINSENT, SAVERY, Kingsteignton, Devon, Gent. Sept 21. Francis and Co, Newton Abbot
POINTON, MARY ANN MARTHA, Lyham rd, Brixton hill. Sept 1. Heather and Sons, Paternoster row
POPPLEWELL, HANNAH, Emley, York, Innkeeper. Oct 6. Bradley, Castleford, Yorkshire
RANSOME, ROBERT CHARLES, Ipswich, Engineer. Sept 30. Notcutt and Son, Ipswich
ROBERTSON, SARAH, St Mary's crescent, Leamington, Widow. Sept 3. Wright and Hassall, Leamington
SHERINGHAM, CAROLINE MATILDA, Paignton, Devon, Widow. Sept 4. Eastley and Jarman, Paignton, Devon
STEPHENSON, ELIZABETH PAGET, Lovaine crescent, Newcastle upon Tyne. Aug 28. Griffith and Co, Newcastle upon Tyne
WOOLMER, SHIRLEY FORSTER, Brighton, Barrister at law. Sept 7. Ballard, Brighton

[*Gazette*, Aug. 6.]

BARROW, MARY ANN, Manchester, Hotel Keeper. Sept 10. Crofton and Craven, Manchester
BASSETT, GEORGE, Sheffield, Confectioner. Sept 30. Branson and Co, Sheffield
BRYANT, EMMA, Bristol. Sept 30. Daniell, Bristol
COLEMAN, FRANCIS SAMUEL, Hamlet rd, Norwood, Gent. Oct 30. Ingle and Co, Threadneedle st
COLLISON, THOMAS CHARLES, Toxteth Park, Liverpool, Gent. Sept 10. Radcliffe and Smith, Liverpool
COX, MARY ANN SUSANNAH, Southwick crescent, Hyde pk. Sept 1. Symonds and Son, Dorchester
DIXON, MARY, Newcastle upon Tyne, Spinster. Sept 5. Philipson and Co, Grey st, Newcastle upon Tyne
EADES, JOHN ARTHUR, Moseley, Worcester. Sept 10. Makepeace, Birmingham
EVANS, THOMAS, Eglwysfach, Denbigh, Farmer. Sept 9. David Jones, Llanrwst
EYRE, LUCY DOROTHEA, Granville pl, Portman sq. Sept 15. Montagu, Bucklersbury
FLETCHER, RALPH, Southport, Lancaster, Esq. Sept 30. Watkins and Son, Bolton
GLOVER, CATHERINE, Braunston, Northampton. Sept 4. Webb, Austinfriars
GOODE, WILLIAM, Arthur st, E, Accountant. Sept 29. Thatcher, Bennett's hill, Doctors' commons
GREEN, HANNAH, Belvidere terr, Northumberland. Sept 5. Philipson and Co, Newcastle on Tyne
HUNNINGS, HENRY, Southampton, Clerk in Holy Orders. Oct 10. Coxwell and Pope, Southampton
JAMES, JOHN, Fishguard, Pembroke. Oct 7. Morgan and Richardson, Cardigan
LATIMER, WILLIAM, Anston, York, Surgeon. Sept 1. Sayer, Tonbridge
MARRYATT, JAMES, Upper Osbaldestone rd, Stoke Newington, Clerk in Holy Orders. Sept 10. Marsh, Fen ct, Fenchurch st
MURRAY, AUGUSTUS GOSTLING, Whitton park, Esq. Sept 29. Finnis and Wylie, Surrey st, Strand
MURRAY, ELIZABETH, Southampton, Spinster. Sept 10. Coxwell and Pope, Southampton
MURRAY, WILLIAM, Jermyn st, Major General. Sept 15. Davidson and Co, Spring gardens, S.W.
NEWBURY, CAROLINE, Lee, Kent. Sept 21. Moon and Gilks, Lincoln's inn fields
PULLEN, HENRY, Witheridge, Devon, Gentleman. Aug 21. Partridge and Cockram, Tiverton
RAWNSLEY, ELLEN, Essex grove, Central hill, Upper Norwood. Sept 5. Justice, Bernard st, Russell sq
SMITH, GEORGE, Castleford, York, Glass Bottle Maker. Sept 28. Phillips, Castleford
START, SARAH, Long Eaton, Derbyshire, Grocer. Sept 29. Walker, Nottingham
WALTON, GEORGE, Ashfield, Nottingham, Hosier. Aug 20. Hibbert, Mansfield
WATERMAN, JOHN, Ditton Place Farm, near Maidstone, Gentleman. Oct 1. Stephens and Urmston, Maidstone
WEST, JOSEPH JAMES, Ivydene rd, Shrubland rd, Dalston, Gentleman. Sept 15. West, Cassland rd, South Hackney
WHITON, ELIZABETH, St Peter's st, Mile End. Sept 28. Whiton, St Peter's st, Mile End

[*Gazette*, Aug 10.]

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.
FRIDAY, August 6, 1886.
RECEIVING ORDERS.

Adams, Arthur, Loughborough, Machinist. Leicester. Pet July 21. Ord Aug 4. Exam Aug 18 at 10
Alverti, Jacomo Nicholas, Sale, Cheshire, Restaurant Proprietor. Manchester. Pet July 30. Ord July 30. Exam Aug 16 at 1
Anear, Frederick Arundel, Wood st, Westminster, Plumber. High Court. Pet July 31. Ord July 31. Exam Sept 17 at 11.30 at 34, Lincoln's inn fields
Aston, Charles Henry, Middlesborough, Brush Manufacturer. Stockton on Tees and Middlesborough. Pet Aug 3. Ord Aug 3. Exam Aug 11
Baker, Edward Byles, Moncieff ter, Rye lane, Peckham, Ironmonger. High Court. Pet July 30. Ord July 31. Exam Sept 17 at 11.30 at 34, Lincoln's inn fields
Barker, Mark, Oldbury, Farmer. Oldbury. Pet July 5. Ord July 30. Exam Aug 23
Barnard, Thomas J., Connaught rd, Harlesden. High Court. Ord July 3. Exam Sept 17 at 11.30 at 34, Lincoln's inn fields
Beckwith, Henry, Middlesborough, Piano Dealer. Stockton on Tees and Middlesborough. Pet July 31. Ord July 31. Exam Aug 11
Brewster, James, East Dereham, Norfolk, Gunsmith. Norwich. Pet July 31. Ord July 31. Exam Aug 18 at 12 at Shirehall, Norwich Castle
Browne, William Lewis Clifton, and Edmund Charles Chatterley, Queen st, Cheapside, Accountants. High Court. Pet July 21. Ord Aug 3. Exam Sept 24 at 11 at 34, Lincoln's inn fields
Bulling, S., Upton, Essex, Builder. High Court. Pet July 8. Ord Aug 3. Exam Sept 24 at 11 at 34, Lincoln's inn fields
Burdett, William, Gt Percy st, Pentonville, Merchant. High Court. Pet May 28. Aug 2. Exam Sept 24 at 11 at 34, Lincoln's inn fields
Carter, Thomas, Stretford, Lancashire, Glass Manufacturer. Salford. Pet July 31. Ord July 31. Exam Aug 18 at 11
Claridge, Frank E. S., residence unknown, Captain in Army. High Court. Pet Feb 12. Ord Aug 3. Exam Sept 24 at 11 at 34, Lincoln's inn fields
Curry, Thomas, Hooe, Sussex, Licensed Victualler. Hastings. Pet Aug 4. Ord Aug 4. Exam Aug 23
Davis, Barnett, Hackney rd, Boot Manufacturer. High Court. Pet July 8. Ord Aug 2. Exam Sept 24 at 11 at 34, Lincoln's inn fields
Elderton, William Alexander, Colville sq, Bayswater, Tutor. High Court. Pet July 31. Ord July 31. Exam Sept 17 at 11.30 at 34, Lincoln's inn fields
Farley, Ernest, Elstead, Surrey, Farmer. Guildford and Godalming. Pet July 21. Ord July 21. Exam Aug 19 at 1 at Public Hall, Godalming

Grieve, James, Jarrow, Durham, Builder. Newcastle on Tyne. Pet July 23. Ord Aug 4. Exam Aug 17 at 11
Gronow, Daniel, Gower rd, Glamorganshire, Grocer. Swansea. Pet July 31. Ord July 31. Exam Aug 18
Hall, John, junr, Baldock, Hertfordshire, Farmer. Luton. Pet Aug 2. Ord Aug 3. Exam Aug 19 at 2
Hindle, James, Wigan, Provision Dealer. Wigan. Pet July 30. Ord Aug 3. Exam Aug 17 at 10.30
Hyslop, Henry Hector, St. John's ter, Sadlers Wells, Clerk. High Court. Pet July 31. Ord July 31. Exam Sept 17 at 11.30 at 34, Lincoln's inn fields
Ingle, Edward, Little Bytham, Lincolnshire, out of business. Peterborough. Pet July 24. Ord Aug 4. Exam Aug 19 at 2.30
Janner, William, Whittlesea, Cambridgeshire, Brickmaker. Peterborough. Pet July 21. Ord July 31. Exam Aug 19 at 2.15
Jenkins, William, Manchester, Financial Agent. Manchester. Pet July 17. Ord Aug 4. Exam Aug 25 at 1
Johnson, Joseph, Birmingham, Carpenter. Birmingham. Pet Aug 4. Ord Aug 4. Exam Aug 30 at 2
King, John, Ferryside, Bootmaker. Carmarthen. Pet July 31. Ord July 31. Exam Aug 20
Lewis, Thomas, Loughor, Glamorganshire, Tailor. Swansea. Pet Aug 4. Ord Aug 4. Exam Aug 16
Machent, William, Chesterfield, Derbyshire, Licensed Victualler. Chesterfield. Pet July 31. Ord Aug 3. Exam Oct 7 at 12
McAnultz, Silvester, Birmingham, Woollen Merchant. Birmingham. Pet Aug 3. Ord Aug 3. Exam Aug 30 at 2
Moore, George, Leeds, Mineral Water Manufacturer. Leeds. Pet July 31. Ord July 31. Exam Aug 24 at 11
Odden, Alfred Walter, High Wycombe, Buckinghamshire, Upholsterer. Aylesbury. Pet July 30. Ord July 31. Exam Sept 8 at 11.30 at the County Hall, Aylesbury
Pfeiffer, Philipp, Kingsford terr, Seven Sisters' rd, Tottenham, Baker. Edmonton. Pet Aug 4. Ord Aug 4. Exam Sept 10 at 1 at the Courthouse, Edmonton
Radford, Thomas, Hucknall Torkard, Nottinghamshire, Butcher. Nottingham. Pet July 31. Ord July 31. Exam Oct 19
Thompson, Charles, Newport, I.W., Ironmonger. Newport and Ryde. Pet July 30. Ord July 31. Exam Sept 7 at 11
Uff, John George Ephraim, Leicester, Haberdasher. Leicester. Pet July 12. Ord Aug 3. Exam Aug 18 at 10
Warren, Henry, Radnage, Buckinghamshire, Farmer. Aylesbury. Pet July 30. Ord July 31. Exam Sept 8 at 11.30 at the County hall, Aylesbury

RECEIVING ORDER RESCINDED.

Vaughan, Henry Arthur, Chester, Draper. Chester. Ord June 18. Resc July 8

FIRST MEETINGS.

Allen, Fred, Ellesmere, Shropshire, Nurseryman. Aug 13 at 2.30. Official Receiver, Crypt chbrs, Chester
Alverti, Jacomo Nicholas, Sale, Cheshire, Restaurant Proprietor. Aug 16 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Andrews, Henry, West Bromwich, Puddler. Aug 23 at 10.30. Court house, Oldbury
Beckwith, Henry, Middlesborough, Piano Dealer. Aug 13 at 11. Official Receiver, 8, Albert rd, Middlesborough
Carter, Thomas, Stretford, Lancs, Glassmaker. Aug 16 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Clark, Thomas Howard, Gt Grimsby, Draper. Aug 18 at 12. Official Receiver, 3, Haven st, Gt Grimsby
Cod, Arthur, and Herbert James Ellis, Leeds, Mantle Makers. Aug 13 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Farley, Ernest, Elstead, Surrey, Farmer. Aug 13 at 12.45. Borough and County Hall, Guildford, Surrey
Felce, James David, Kettering, Shoemaker. Aug 14 at 10. County Court, Northampton
Grieve, James, Jarrow, Durham, Builder. Aug 21 at 10.30. Official Receiver, Pink lane, Newcastle on Tyne
Gronow, Daniel, Gower rd, Glamorganshire, Grocer. Aug 14 at 11. Official Receiver, 6, Rutland st, Swansea
Hartley, Henry, Burnley, Lancashire, Plasterer. Aug 13 at 3. Exchange Hotel, Nicholas st, Burnley
Hindle, James, Wigan, Lancashire, Provision Dealer. Aug 17 at 10. County court, Wigan
Hogg, William, West Bromwich, Staffordshire, Butcher. Aug 23 at 10.45. Court house, Oldbury
Hole, James, Clifton, Bristol, Baker. Aug 13 at 12.30. Official Receiver, Bank chbrs, Bristol
Holmes, William Charles, Birmingham, Auctioneer. Aug 17 at 11. Official Receiver, Birmingham
Hunter, James, Liverpool, Bootmaker. Aug 13 at 3. Official Receiver, 35, Victoria st, Liverpool
Janner, William, Whittlesey, Cambridgeshire, Brickmaker. Aug 13 at 12. County court, Peterborough
Jenkins, William, Manchester, Financial Agent. Aug 19 at 11.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Jones, Rosser Lewis, and Edward Price, Tyebarris, Glamorganshire, Builders. Aug 16 at 12. Official Receiver, Merthyr Tydfil
Kendrick, Thomas, Birmingham, Stationers' Sundryman. Aug 18 at 11. Official Receiver, Birmingham
King, John, Ferryside, Carmarthenshire, Bootmaker. Aug 20 at 11.30. Official Receiver, 11, Quay st, Carmarthen
Lewis, Thomas, Loughor, Glam, Tailor. Aug 17 at 11. Official Receiver, 6, Rutland st, Swansea
Nichols, Stephen Thomas, Bristol, Butcher. Aug 20 at 10.30. Official Receiver, Bank chmbrs, Bristol
Pratt, Frederick, Northam, Devon, Surgeon. Aug 13 at 12. Royal Hotel, Appledore
Seymour, W., residence unknown. Aug 16 at 11. 33, Carey st, Lincoln's inn
Smith, Mary Ann, Birstall, Yorks, Widow. Aug 13 at 3. Official Receiver, Bank chmbrs, Batley
Tevendale, William, Barrow in Furness, Joiner. Aug 16 at 10.30. Official Receiver, 2, Paxton ter, Barrow in Furness
Thompson, Charles, Newport, Isle of Wight, Ironmonger. Aug 17 at 2. Chamber of Commerce, 145, Cheapside
Townend, Frank, Ossett, Yorks, Rag Merchant. Aug 13 at 4. Official Receiver, Bank chmbrs, Batley
Uff, John George Ephraim, Leicester, Haberdasher. Aug 17 at 3. Official Receiver, 25, Friar lane, Leicester
Van Hoorn, Gerhard Hermann, and Ernst August Niemeyer, Mark lane, Merchants. Aug 16 at 12. Bankruptcy bdgs, Portugal st, Lincoln's inn
Ward, John James, Brentwood, out of business. Aug 14 at 10.15. Shirehall, Chelmsford, Essex
Williams, John, Merthyr Tydfil, Innkeeper. Aug 18 at 12. Official Receiver, Merthyr Tydfil
Williams, Thomas, Bromsgrove, Worcestershire, Warehouse Assistant. Aug 13 at 11. Official Receiver, Worcester

ADJUDICATIONS.

Ansell, Frederick Arundel, Wood st, Westminster, Plumber. High Court, Pet July 21. Ord Aug 3
Aston, Charles Henry, Middlesborough, Brush Manufacturer. Stockton on Tees and Middlesborough. Pet Aug 3. Ord Aug 3
Barker, James Perkins, Leicester, Accountant's Clerk. Leicester. Pe June 26 Ord July 31
Barnett, Harry, Cardiff, Merchant. Cardiff. Pet Apr 15. Ord May 8
Bennetto, James, Brynhyfryd, nr Swansea, Tailor. Swansea. Pet June 25. Ord July 31
Bradley, John, Oldham, Boot Maker. Oldham. Pet July 27. Ord Aug 3
Bray, Edmond Selwyn, Smart's bdgs, Holborn, Mineral Water Manufacturer. High Court. Pet June 11. Ord Aug 3
Canning, George, Newcastle upon Tyne, Warehouseman. Newcastle on Tyne. Pet June 28. Ord Aug 3
Cuffe, Maurice Sherard Oscar, Westbourne pk, Stockbroker. High Court. Ord Aug 3
Curry, Thomas, Hove, Sussex, Licensed Victualler. Hastings. Pet Aug 4. Ord Aug 4
Davis, John, Leamington, Ironmonger. Warwick. Pet July 27. Ord Aug 3
Duke, William, Newark upon Trent, Builder. Nottingham. Pet July 26. Ord Aug 4
Farley, Ernest, Elstead, Surrey, Farmer. Guildford and Godalming. Pet July 21. Ord July 31
Felce, James David, Kettering, Shoe Manufacturer. Northampton. Pet July 12. Ord July 31.
Greaves, John, Oldham, Licensed Victualler. Oldham. Pet May 24. Ord July 3
Griffin, Joseph, Hanley Castle, Worcestershire, Farmer. Worcester. Pet July 10. Ord Aug 4
Hardaker, John, Leeds, Beerseller. Leeds. Pet July 29. Ord July 31
Harris, Maria, and Eliza Harris, Leamington, Bakers. Warwick. Pet July 31. Ord Aug 3
Hindle, James, Wigan, Provision Dealer. Wigan. Pet July 30. Ord Aug 4
Holmes, William, Stokenchurch, Oxfordshire, Painter. Aylesbury. Pet April 2. Ord Aug 3
Hyslop, Henry Hector, St John's ter, Sadlers Wells, Clerk in Office of Camberwell Vestry. High Court. Pet July 31. Ord July 31
Johnson, Austin, Kibworth, Leicestershire, Farmer. Leicester. Pet June 21. Ord July 31
Knowles, Ben, Dewsbury, Yorks, Wool Merchant. Dewsbury. Pet July 21. Ord July 30
Kruger, Simon David, Liverpool, Photographer. Liverpool. Pet July 12. Ord Aug 4
Machent, William, Chesterfield, Licensed Victualler. Chesterfield. Pet July 31. Ord Aug 3
Madgwick, George, Tadcaster, Grocer. York. Pet July 30. Ord July 31
Moore, George, Leeds, Mineral Water Manufacturer. Leeds. Pet July 31. Ord Aug 3
Moorhouse, Mason, Leeds, Grocer. Leeds. Pet June 30. Ord July 31
Morgan, James, Swansea, no occupation. Swansea. Pet June 19. Ord July 31
Morgan, M. E., Swansea, Grocer. Swansea. Pet July 12. Ord July 31
Mousalli, Francis Abdallah, Liverpool, Cotton Broker. Liverpool. Pet July 8 Ord Aug 3
Ollerenshaw, Charles, Choriton upon Medlock, Manchester. Manchester. Pet June 25. Ord Aug 4
Theobald, William, Layer de la Haye, Essex, Bootmaker. Colchester. Pet June 3. Ord July 31
Thomas, William Henry, Landore, nr Swansea, Grocer. Swansea. Pet June 1. Ord July 31
Tilley, Edwin Daniel, Market Harborough, Leicestershire, Painter. Leicester. Pet July 1. Ord July 31
Vivian, John Steaphens, Falmouth, Cornwall, Draper. Truro. Pet July 31. Ord July 31
Wallcroft, William, Broadwey, Dorsetshire, Builder. Dorchester. Pet July 27. Ord July 31
Wickes, William John, Rugby, Grocer. Coventry. Pet July 21. Ord Aug 4
Williams, John, Merthyr Tydfil, Innkeeper. Merthyr Tydfil. Pet July 28. Ord July 31
Yeates, Richard, Fleet st, Printer. High Court. Pet July 19. Ord July 31

ADJUDICATIONS ANNULLED.

Robinson, George, Basinghall st, Commercial Traveller. High Court. Adjud June 4. Annul July 30
Barlow, Thomas, Macclesfield, Provision Merchant. Macclesfield. Adjud July 1. Annul July 20

TUESDAY, Aug. 10, 1886.

RECEIVING ORDERS.

Alcock, Henry, Sheffield, Grocer. Sheffield. Pet Aug 5. Ord Aug 5. Exam Aug 26 at 11.30
Ball, William, Taunton mews, Dorset sq, Cab Proprietor. High Court. Pet Aug 6. Ord Aug 6. Exam Sept 24 at 11.30 at 34, Lincoln's inn fields
Batchelor, Alfred Blackmore, Bristol, Hair Dresser. Bristol. Pet Aug 5. Ord Aug 5. Exam Aug 30 at 12 at Guildhall, Bristol
Bell, David, Newcastle on Tyne, Shoemaker. Newcastle on Tyne. Pet Aug 6. Ord Aug 6. Exam Aug 19 at 11
Bird, William Edgar, Coventry, Trimming Manufacturer. Coventry. Pet Aug 5. Ord Aug 5. Exam Sept 6
Brookson, Henry, Derby pl, Old Ford, Licensed Victualler. High Court. Pet July 26. Ord Aug 4. Exam Sept 24 at 11.30 at 34, Lincoln's inn fields
Burdett, James, Sparkbrook, Worcestershire, Baker. Birmingham. Pet Aug 5. Ord Aug 5. Exam Sept 3 at 11
Cock, Henry, Great Dunmow, Essex, Builder. Chelmsford. Pet Aug 5. Ord Aug 5. Exam Aug 23 at 12 at Shirehall, Chelmsford
Colquhoun, James, St Michael's gdns, Notting hill, Gent. High Court. Pet June 28. Ord Aug 6. Exam Oct 1 at 11 at 34, Lincoln's inn fields
Craddock, John, Evercreech, Somerset, Coal Merchant. Wells. Pet Aug 4. Ord Aug 6. Exam Oct 12 at 11.30
Cubitt, W D, High Holborn, Musical Instrument Dealer. High Court, Pet July 29. Ord Aug 4. Exam Sept 24 at 11 at 34, Lincoln's inn fields
Dabbs, Alfred Herbert, Birmingham, Tailor. Birmingham. Pet July 15. Ord Aug 5. Exam Sept 10 at 11
Davenport, James, Stretford, nr Manchester, Grocer. Salford, Pet July 13. Ord Aug 6. Exam Ord 18 at 11
Davies, Richard, Blaenllechau, Glamorganshire, Carpenter. Pontypridd. Pet Aug 4. Ord Aug 5. Exam Aug 24 at 2
Davis, Thomas, Girlington, Bradford, Grocer, Bradford. Pet Aug 5. Ord Aug 5. Exam Sept 28
Dawson, Matthew, Stockton on Tees, out of business. Stockton on Tees and Middlesborough. Pet Aug 4. Ord Aug 4. Exam Aug 25
Dunham, William, Brighton, Tailor. Brighton. Pet Aug 5. Ord Aug 5. Exam Sept 30
Edwards, Charles, Dewsbury, Yorks, Tailor. Dewsbury. Pet Aug 4. Ord Aug 4. Exam Aug 17
Hadley, William Frederick, Bromsgrove, Nail Manufacturer. Worcester. Pet July 23. Ord Aug 6. Exam Aug 20 at 11.30
Johnston, Charlotte Eliza, West Brighton, Schoolmistress. Brighton. Pet Aug 5. Ord Aug 6. Exam Sept 30 at 11
Kemp, George, Sydenham, Builder. Greenwich. Pet Aug 5. Ord Aug 5. Exam Sept 8 at 2
Landseer, Helen, Lanark villas, Paddington, Widow. High Court. Pet June 2. Ord Aug 6. Exam Sept 24 at 11.30 at 34, Lincoln's inn fields
Lawrence, John Charles, Queenborough, Kent, Barge Owner. Rochester. Pet Aug 6. Ord Aug 6. Exam Sept 2 at 2
Lister, Samuel, Halifax, Worsted Spinner. Halifax. Pet Aug 5. Ord Aug 5. Exam Aug 23

Marsh, William, Manchester, Cut Nail Manufacturer. Manchester. Pet Aug 5. Ord Aug 5. Exam Aug 25 at 1
Musgrave, Thomas, Greysouthen, Cumberland, Farmer. Cockermouth and Workington. Pet Aug 6. Ord Aug 7. Exam Aug 26 at 11 at Court house, Nook st, Workington
Norton, Thomas, Newcomen st, Southwark, Farmer. High Court. Pet Aug 5. Ord Aug 5. Exam Sept 24 at 11.30 at 34, Lincoln's inn fields
Page, William Lister Sharp, Selly pk, nr Birmingham, Gent. Birmingham. Pet July 23. Ord Aug 6. Exam Aug 31
Pilsbury, David, Cannock, Staffordshire, Carpenter. Walsall. Pet Aug 5. Ord Aug 5. Exam Aug 23 at 2
Price, William Henry, Cardiff, Grocer. Cardiff. Pet Aug 5. Ord Aug 5. Exam Aug 27 at 10
Richards, Edward, West Ham, Essex, Corn Dealer. High Court. Pet July 22. Ord Aug 4. Exam Sept 24 at 11.30 at 34, Lincoln's inn fields
Roberts, Margaret Jane, Bangor, Bootmaker. Bangor. Pet July 23. Ord Aug 6. Exam Sept 2 at 11 at the Courthouse, Bangor
Rowe, Edward, Swaffham, Norfolk, Plumber. King's Lynn. Pet Aug 4. Ord Aug 4. Exam Sept 15 at 10.30 at the Courthouse, King's Lynn
Russell, Emily, Maidstone, Schoolmistress. Maidstone. Pet Aug 4. Ord Aug 5. Exam Sept 15
Sadler, William, Birmingham, Licensed Victualler. Birmingham. Pet Aug 4. Ord Aug 5. Exam Sept 2 at 2
Shone, Joseph William, Lonsdale terr, Sandycombe rd, Richmond, Grocer. Wandsworth. Pet Aug 5. Ord Aug 5. Exam Oct 7
Smith, Henry, Cardiff, Ship Chandler. Cardiff. Pet Aug 4. Ord Aug 4. Exam Aug 27 at 10
Smith, Joseph Melland, Hengoed, Glamorganshire, Railway Contractor. Tonbridge Wells. Pet July 24. Ord Aug 5. Exam Sept 16 at 12
Smith, William, Irthlingborough, Northamptonshire, Boot Manufacturer. Northampton. Pet Aug 6. Ord Aug 6. Exam Oct 19
Steed, James, and Thomas Dyer Steed, Miranda rd, Holloway, Builders. High Court. Pet Aug 5. Ord Aug 6. Exam Oct 1 at 11 at 34, Lincoln's inn fields
Sturgess, Henry, Tatenhill, Staffordshire, late Farmer. Burton on Trent. Pet Aug 4. Ord Aug 5. Exam Oct 14 at 12
Taylor, Henry, Kingston on Thames, Lath Render. Kingston, Surrey. Pet Aug 5. Ord Aug 5. Exam Sept 6
Thompson, John, Liverpool, Stationer. Liverpool. Pet Aug 3. Ord Aug 5. Exam Aug 19 at 12 at Court House, Government bldgs, Victoria st, Liverpool
Turner, John Wilkinson, Whitby, Painter. Stockton and Middlesborough. Pet Aug 6. Ord Aug 6. Exam Aug 25
Utting, John, jun, Little Melton, Norfolk, Farmer. Norwich. Pet Aug 7. Ord Aug 7. Exam Oct 6 at 12 at Shirehall, Norwich Castle
Warth, William Thomas, Wainfleet All Saints, Linc, Corn Merchant. Boston. Pet Aug 4. Ord Aug 5. Exam Sept 6 at 12
Webster, William, Southport, Lancashire, Engineer. Liverpool. Pet Aug 5. Ord Aug 5. Exam Aug 19 at 12 at Court house, Government bldngs, Victoria st, Liverpool
Wells, Edward, and George Cope Dixon (usually known as George Dixon), High st, Shoreditch, Iron Merchants. High Court. Pet Aug 5. Ord Aug 5. Exam Sept 24 at 11.30 at 34, Lincoln's inn fields
Willis, John, Hetton le Hole, Durham, Implement Maker. Durham. Pet Aug 6. Ord Aug 6. Exam Aug 24 at 2.30

FIRST MEETINGS.

Adams, Arthur, Loughborough, Machinist. Aug 18 at 3. Official Receiver, 28, Friar lane, Leicester
Anderson, William John, Carnforth, Lancashire, Watchmaker. Aug 17 at 1.30. Official Receiver, Whitehall chmbrs, 28, Colmore row, Birmingham
Atkins, Elijah, Birmingham, Chandelier Manufacturer. Aug 18 at 2. Official Receiver, Birmingham
Batchelor, Alfred Blackmore, Bristol, Hair Dresser. Aug 19 at 3.30. Official Receiver, Bank chmbrs, Bristol
Bell, David, Newcastle on Tyne, Shoemaker. Aug 20 at 10.30. Official Receiver, Pink lane, Newcastle on Tyne
Brewster, James, East Dereham, Norfolk, Gunsmith. Aug 21 at 1. Official Receiver, 8, King st, Norwich
Byford, Robert Smith, Rathbone pl, Victualler. Aug 20 at 12. 33, Carey st, Lincoln's inn
Cantwell, Thomas William, Summertown, Oxford, Plumber. Aug 20 at 11.30. Official Receiver, 1, Saint Aldates, Oxford
Coon, Joseph Samuel, Mile End rd, Baker. Aug 20 at 11. 33, Carey st, Lincoln's inn
Craven, Albert Morton, Wakefield, Joiner. Aug 17 at 11. Official Receiver, Southgate chmbrs, Southgate, Wakefield
Crisp, William, Kensal rd, Corn Merchant. Aug 18 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
Curry, Thomas, Hove, Sussex, Licensed Victualler. Aug 18 at 2. 40, Robertson st, Hastings
Davenport, James, Stretford, nr Manchester, Grocer. Aug 20 at 11.30. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Davidson, Henry, Dodworth rd, Barnsley, Drysalter. Aug 19 at 10.30. Official Receiver, 3, Eastgate, Barnsley
Davies, Richard, Llanwonno, Glamorganshire, Carpenter. Aug 19 at 12. Official Receiver, Merthyr Tydfil
Davis, Thomas, Girlington, Bradford, Grocer. Aug 18 at 11. Official Receiver, 31, Manor row, Bradford
Dunham, William, Brighton, Tailor. Aug 19 at 12. 39, Bond st, Brighton
Eaton, James, residence unknown, Tailor. Aug 18 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Edmonds, Richard, Sunbury, no occupation. Aug 17 at 4. Magpie Hotel, Sunbury, Middlesex
Farleigh, Joseph Sanders, Torrington, Devon, Grocer. Aug 17 at 12.15. George and Railway Hotel, Victoria st, Bristol
Fisher, Arthur, London rd, Clapton, Licensed Victualler. Aug 17 at 11. 33, Carey st, Lincoln' inn
Foote, John Benjamin, Liverpool, Shipowner. Aug 18 at 2. Official Receiver, 35, Victoria st, Liverpool
Gibbons, Christopher Benjamin, Ipswich, Ironfounder. Aug 25 at 12. Official Receiver, 2, Westgate st, Ipswich
Hadley, William Frederick, Bromsgrove, Nail Manufacturer. Aug 20 at 11. Official Receiver, Worcester
Hall, John, jun, Baldock, Hertfordshire, Farmer. Aug 18 at 1. The Lion Hotel, Cambridge
Hardaker, John, Leeds, Beerseller. Aug 18 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Harvey, James, Bishop's Stortford, Hertfordshire, Corn Dealer. Aug 17 at 11. Dimsdale Arms Hotel, Hertford
Hooker, John Marshall, Fenchurch st, Architect. Aug 19 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
Hutton, J. R., Newsham park, near Liverpool, Wine Merchant. Aug 18 at 3. Official Receiver, 35, Victoria st, Liverpool
Jackson, Thomas, Bridge avenue, Hammersmith, Licensed Victualler. Aug 18 at 12. 33, Carey st, Lincoln's inn
Lawrence, John Charles, Queenborough, Kent, Bargeowner. Aug 20 at 11.30. Official Receiver, High st, Rochester
Lister, Samuel, Halifax, Worsted Spinner. Aug 18 at 10.30. Official Receiver, Townhall chbrs, Halifax
Lyons, Morris, Stepney green, Mile End, Boot Manufacturer. Aug 20 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn
Machent, William, Chesterfield, Licensed Victualler. Aug 17 at 3. Angel Hotel Chesterfield
Malings, Charles, Cockspur st, Charing Cross, Cricket Bat Manufacturer. Aug 20 at 12. Bankruptcy bdgs, Portugal st, Lincoln's inn
Marsh, William, Manchester, Cut Nail Manufacturer. Aug 19 at 2. Official Receiver, Ogden's chbs, Bridge st, Manchester
McElroy, James, Threadneedle st, Messenger at Comptoir d'Escompte de Paris. Aug 2 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn
Miles, Archibald John, St Leonard's-on-Sea, Solicitor. Aug 17 at 12. Official Receiver, 39, Bond st, Brighton
Moorhouse, Mason, Leeds, Grocer. Aug 18 at 12. Official Receiver, St Andrew's chbs, 22, Park row, Leeds
Newton, John Edward, Clifton rd, Norbiton, Artist. Aug 17 at 2. Griffin Hotel, Kingston, Surrey
Odden, Alfred Walter, High Wycombe, Upholsterer. Aug 21 at 11.30. Official Receiver, 1, St Aldates, Oxford
Payne, William, Birmingham, Manufacturer of Iron Tea Trays. Aug 19 at 2. Official Receiver, Birmingham
Pearse, Walter, Reading, Tailor. Aug 18 at 3. Official Receiver, 109, Victoria st, Westminster
Pilsbury, David, Cannock, Staffordshire, Carpenter. Aug 19 at 11.15. Official Receiver, Bridge st, Walsall
Pinckney, John Hartley, Barrow in Furness, Solicitor. Aug 18 at 11.30. Official Receiver, 2, Paxton ter, Barrow in Furness
Robinson, Vincent, Albion gr, Barnsbury, Commercial Traveller. Aug 18 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Rowe, Edward, Swaffham, Norfolk, Plumber. Aug 21 at 12. Official Receiver, 8, King st, Norwich
Russell, Emily, Maidstone, Schoolmistress. Aug 19 at 3. Official Receiver, Week st, Maidstone
Sturgess, Henry, Polesworth, Warwickshire, late Farmer. Aug 19 at 12. White Hart Hotel, Burton on Trent
Swallow, Phillis, Pall Mall, Nurse. Aug 19 at 12. 33, Carey st, Lincoln's inn
Townsend, Francis, Whitechapel High st, Haberdasher. Aug 20 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Utting, John, jun, Little Melton, Norfolk, Farmer. Aug 21 at 3.30. Official Receiver, 8, King st, Norwich
Whatley, Thomas, Devonshire hill, Hampstead, Cowkeeper. Aug 20 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

ADJUDICATIONS.

Alcock, Henry, Sheffield, Grocer. Sheffield. Pet Aug 5. Ord Aug 5
Alsopp, John Hadfield, Rochdale, out of business. Oldham. Pet June 15. Ord Aug 6
Alverti, Jacomo Nichoias, Sale, Cheshire, Restaurant Keeper. Manchester. Pet July 30. Ord Aug 5
Barker, Mark, Oldbury, Farmer. Oldbury. Pet July 5. Ord Aug 7
Bennell, Edmund, Radnage, Bucks, Farmer. Aylesbury. Pet July 16. Ord Aug 3.
Black, Henry Wetherston, North Shields, Licensed Victualler. Newcastle on Tyne. Pet July 22. Ord Aug 5
Bohrer, M G, Great St Helen's, Commission Agent. High Court. Pet May 18. Ord Aug 6
Brayley, Edward, Lansdown House, nr Bath, Breeder. Bath. Pet June 30. Ord Aug 5
Browne, William Lewis Clifton, and Edmund Charles Chatterley, Queen st, Cheapside, Accountants. High Court. Pet July 21. Ord Aug 4
Burdett, James, Sparkbrook, Worcestershire, Baker. Birmingham. Pet Aug 5. Ord Aug 6.
Cochlin, Thomas, Liverpool, Builder. Liverpool. Pet June 3. Ord Aug 6
Collett, Richard Henry, Ilford, Essex, Baker. Chelmsford. Pet June 25. Ord Aug 5
Crisp, William, Kensal rd, Corn Merchant. High Court. Pet July 20. Ord Aug 6
Dawson, Matthew, Stockton on Tees, out of business. Stockton on Tees and Middlesborough. Pet Aug 4. Ord Aug 4
De Backer, Lievin, Gt Windmill st, St James's, Wine Merchant. High Court. Pet July 12. Ord Aug 6
Eadon, George Hopkinson, Sheffield, Auctioneer. Sheffield. Pet June 23. Ord Aug 5
Evans, David, Ferndale, Glamorganshire, Ironmonger. Pontypridd. Pet July 16. Ord Aug 6
Foster, Charlotte, address unknown, Spinster. High Court. Pet June 17. Ord Aug 4
Fry, James, Swansea, Licensed Victualler, Swansea. Pet July 17. Ord Aug 6
Gascoine, George, Nottingham, Printer. Nottingham. Pet July 7. Ord Aug 7
Gillingham, David Robert, Ilchester, Somersetshire, Baker. Yeovil. Pet July 27. Ord Aug 6
Green, Joseph George, Abridge, near Romford, Carpenter. Chelmsford. Pet July 8. Ord Aug 3
Gronow, Daniel, Cae Mansel, Glamorganshire, Grocer, Swansea. Pet July 31. Ord Aug 6
Hanbury, Gerald, not resident in England, Underwriter. High Court. Pet June 11. Ord Aug 4
Haworth, Gilbert, Rochdale, Printer. Oldham. Pet July 21. Ord Aug 6
Holland, William Henry, Pembroke sq, Kensington, Builder. High Court. Pet June 25. Ord Aug 6
Hughes, Herbert Mainwaring Vaughan, address unknown. High Court. Pet May 1. Ord Aug 4
Jackson, Thomas, Bridge avenue, Hammersmith, late Licensed Victualler. High Court. Pet June 29. Ord Aug 6
Jenkins, William, Manchester, Financial Agent. Manchester. Pet July 17. Ord Aug 6
Johnson, Joseph, Birmingham, Carpenter. Birmingham. Pet Aug 4. Ord Aug 6
Jones, Maurice, Montgomery, Innkeeper. Newtown. Pet July 22. Ord Aug 7
Kitchen, Edmund, Skelsmergh, nr Kendal, Farmer. Kendal. Pet June 4. Ord Aug 5
Lawrence, John Charles, Queenborough, Kent, Bargeowner. Rochester. Pet Aug 6. Ord Aug 6
Lee, John, Harrow rd, Gent. High Court. Pet May 18. Ord Aug 5
Mabey, William, Bournemouth, Steam Turner. Poole. Pet July 27. Ord Aug 5
Mackesack, John, and Robert Mackesack, Tavistock pl, Tavistock sq, Furniture Dealers. High Court. Pet June 24. Ord Aug 7
Marsh, William, Manchester, Cut Nail Manufacturer. Manchester. Pet Aug 5. Ord Aug 5
Morton, John, address unknown, Chandelier Manufacturer. Birmingham. Pet June 7. Ord Aug 5
Muster, William, Baker's row, Whitechapel, Engineer. High Court. Pet June 19. Ord Aug 6
Norton, Thomas, Newcomen st, Southwark, Farmer. High Court. Pet Aug 5. Ord Aug 6
O'Niell, George, address unknown, out of business. High Court. Pet April 21. Ord Aug 6
Parker, William, Llantwit juxta Neath, Glam, Farmer. Neath. Pet July 20 Ord Aug 5
Parkinson, Richard, Longridge, near Preston, Provision Dealer. Preston. Pet June 26. Ord Aug 5
Pate, William, Lavenham, Suffolk, Engineer. Colchester. Pet June 28. Ord Aug 7
Penn, Samuel, Bradford, Watchmaker. Bradford. Pet July 22. Ord Aug 5
Peers, John, New Chester rd, Tranmere, out of business. Birkenhead. Pet July 3. Ord Aug 4

Pilsbury, David, Cannock, Staffordshire, Carpenter. Walsall. Pet Aug 5. Ord Aug 7
Robinson, Edward, Torquay, Dealer in Fine Arts. Exeter. Pet July 19. Ord Aug 5
Rose, Alfred, Thornton heath, Builder. Croydon. Pet June 7. Ord July 30
Sadler, William, Birmingham, Licensed Victualler. Birmingham. Pet Aug 4. Ord Aug 6
Slater, Thomas William, and George Henry Smith, Cardiff, Furniture Dealers. Cardiff. Pet July 15. Ord Aug 6
Smith, William, Irthlingborough, Northamptonshire, Boot Manufacturer. Northampton. Pet Aug 6. Ord Aug 6
Thomas, George, Wingate, Durham, Bootmaker. Sunderland. Pet June 24. Ord Aug 4
Thompson, John, Liverpool, Stationer. Liverpool. Pet Aug 3. Ord Aug 5
Townend, Frank, Ossett, Yorks, Rag Merchant. Dewsbury. Pet July 22. Ord Aug 7
Turner, John Wilkinson. Whitby, Painter. Stockton on Tees and Middlesborough. Pet Aug 6. Ord Aug 6
Warth, William Thomas, Wainfleet All Saints, Lincolnshire, Corn Merchant. Boston. Pet Aug 4. Ord Aug 5
Waygood, Robert, Cwmbran, Mon, Grocer. Newport, Mon. Pet July 24. Ord Aug 7
Webster, William, Southport, Lancashire, Engineer. Liverpool. Pet Aug 5. Ord Aug 5
Williams, Robert, Mochnant, Denbighshire, Grocer. Newtown. Pet July 8. Ord Aug 3

SALES OF ENSUING WEEK.

Aug. 16.—Messrs. FAREBROTHER, ELLIS, CLARE, & Co., on the premises, at 1 p.m. Miscellaneous Effects (see advertisement, July 24, p. 4).
Aug. 17.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Reversionary Interest, &c. (see advertisement, Aug. 7, p. 4, and this week, p. 4).
Aug. 18.—Messrs. MARSH, MILNER, & LANGTON, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, July 24, p. 4).
Aug. 18.—Mr. H. C. NEWSON, at the Mart, at 2 p.m., Security (see advertisement, Aug. 7, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHALMERS.—July 13, at Georgetown, the wife of Sir David Patrick Chalmers, Chief Justice of British Guiana, of a son.
WRENFORD.—Aug 5, at Baron's Court-road, West Kensington, the wife of W. L. Wrenford, barrister-at-law, of a son.

MARRIAGE.

SHIRLEY—HOOD.—Aug. 10, at Edinburgh, Walter Rayner Shirley, B.A., solicitor, of Cardiff, to Eliza Agnes Walker, daughter of Archibald Hood, of Rosewell, Midlothian, and Cardiff.

DEATHS.

HOLDSHIP.—July 22, at Montagu-place, Montagu-square, John Holdship, of the Inner Temple, barrister-at-law, aged 85.
PARRY.—Aug. 5, at Chester, Charles T.W. Parry, .P., Registrar of her Majesty's Court of Probate.
STONE.—Aug. 7, at Hare-court, Temple, Charles John Stone, barrister-at-law, aged 49.

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